



US Army Corps
of Engineers
Baltimore District

SOLICITATION FOR

**INDEFINITE DELIVERY/INDEFINITE QUANTITY TASK
ORDER PROJECTS FOR THE SMITHSONIAN INSTITUTE
AND OTHER FACILITIES/INSTALLATIONS WITHIN
THE U.S. ARMY CORPS OF ENGINEERS, BALTIMORE
DISTRICT**

SOLICITATION NO. W912DR-03-R-0001

DATE 5 Dec 2003

SUBMITTAL OF PROPOSAL: PROPOSAL IS TO BE SUBMITTED IN DUPLICATE. BIDDERS ARE TO SUBMIT THE FOLLOWING:

- (1) SECTION 00010 - SECTION 00010 - STANDARD FORM 1442**
- (2) SECTION 00010 - PRICE SCHEDULE**
- (3) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS**
- (4) SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DR-03-R-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05-Dec-2003	PAGE OF PAGES 1 OF 92
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81W3G-3218-7229		6. PROJECT NO.	
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME GARY FAYKES		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 202-730-3773	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> <p>THIS IS AN INDEFINITE DELIVERY/INDEFINITE QUANTITY TASK ORDER CONTRACT (TOC). The contract shall include but is not limited to: A broad variety of minor construction, repair, modification, rehabilitation, alterations, new construction, AE services and design-build construction projects for the Smithsonian Institute and other facilities/installations within the U. S. Army Corps of Engineers, Baltimore District.</p> <p>All work shall be performed in accordance with the terms of the contract.</p> <p>Task Orders are to be placed against this contract on an as-needed basis.</p> <p>The guaranteed minimum dollar amount is \$100,000.00. The maximum Task order amount is \$2,500,000.00. The minimum Task Order Amount is \$2,500.00.</p> <p>The cumulative value of this contract shall not exceed \$14,999,999.00 during the life of the contract.</p> <p>The period of performance will be indicated in each Task Order.**</p> <p>*** PLEASE SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS: U.S. Army Corps of Engineers Attn: Contracting 3700 N. Capitol St., NW Sherman Building North, 1st Floor Washington, DC 20317</p>				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section 00800_____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by <u>04:00 PM</u> <i>(hour)</i> local time <u>05 Jan 2004</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) (Construction, Alteration, or Repair)										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NO. (Include area code)					
					16. REMITTANCE ADDRESS (Include only if different than Item 14) See Item 14					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY		CODE					27. PAYMENT WILL BE MADE BY:		CODE	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)					
30B. SIGNATURE		30C. DATE			TEL:			EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

CONTRACT PRICING PROPOSAL COVER SHEET (Cost or Pricing Data Required)				1. SOLICITATION/CONTRACT/MODIFICATION NO.		OMB NO.: 9000-0013 Expires: 09/30/98	
Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405							
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT		3c. TELEPHONE NO.	
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT		AREA CODE	NUMBER
2c. STREET ADDRESS				4. TYPE OF CONTRACT ACTION (check)			
2d. CITY		2e. STATE		2f. ZIP CODE		a. NEW CONTRACT b. CHANGE ORDER c. PRICE REVISION/REDETERMINATION	
6. TYPE OF CONTRACT (check)				d. LETTER CONTRACT		e. UNPRICED ORDER	
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)				f. OTHER (Specify)			
				6. PROPOSED COST (A+B=C)			
				A. COST		B. PROFIT/FEE	
				\$		\$	
				C. TOTAL		\$	
7. PERFORMANCE							
Place	a					Period	a
	b						b
8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer (Continue on reverse and then on plain paper, if necessary. Use same headings.)							
a. LINE ITEM NO.		b. IDENTIFICATION			c. QUANTITY		d. TOTAL PRICE
							e. PROP. REF. PAGE
9. PROVIDE THE FOLLOWING (If available)							
NAME OF CONTRACT ADMINISTRATION OFFICE				NAME OF AUDIT OFFICE			
STREET ADDRESS				STREET ADDRESS			
CITY		STATE	ZIP CODE		CITY		STATE
TELEPHONE	AREA CODE	NUMBER		TELEPHONE	AREA CODE	NUMBER	
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "yes," identify)				11a. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete item 11B)		11b. TYPE OF FINANCING (check one)	
<input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> ADVANCE PAYMENT <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS	
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s), and contract number(s) on reverse of form)				13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain on reverse of form)			
<input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO			
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)							
a. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS (If "No," explain in proposal.)				b. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate.)			
<input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO			
c. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NONCOMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal.)				d. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal.)			
<input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO			
This proposal is submitted in response to the solicitation, contract, modification, etc. in item 1 and reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b)(1), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or any other form, or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposal price.							
15. NAME OF OFFEROR (Type)			15. TITLE OF OFFER (Type)			16. NAME OF FIRM	
17. SIGNATURE						18. DATE OF SUBMISSION	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is not usable						STANDARD FORM 1411 (REV. 10-95) Prescribed by GSA FAR (48 CFR) 53.215-2(a)	

Section 00010 - Solicitation Contract Form

BID SCHEDULE

**SECTION 00010
SUPPLIES OR SERVICES AND PRICES/COSTS**

BASE YEAR PERIOD OF PERFORMANCE (NOTICE OF AWARD-PLUS 365 CALENDAR DAYS)

0001AA	R.S. Means Coefficient	_____
0001AB	Non-Prepriced Coefficient	_____
0001AC	Shop Drawings/Submittals	<u>\$100,000.00</u>

OPTION YEAR ONE

0002AA	R.S. Means Coefficient	_____
0002AB	Non-Prepriced Coefficient	_____
0002AC	Shop Drawings/Submittals	<u>\$100,000.00</u>

OPTION YEAR TWO

0003AA	R.S. Means Coefficient	_____
0003AB	Non-Prepriced Coefficient	_____
0003AC	Shop Drawings/Submittals	<u>\$100,000.00</u>

NOTES TO BIDDERS:

A CURRENT WAGE RATE DETERMINATION WILL BE INCLUDED WITH EACH TASK ORDER ISSUED FROM THIS CONTRACT.

SECTION B

SECTION B

SUPPLIES AND/OR SERVICES AND PRICES/COSTS

DURATION OF BASE CONTRACT AND OPTION YEARS

Base Contract: Notice of Award-plus 365 calendar days

Option Year 1: 365 calendar days beginning at the end of the base contract period

Option Year 2: 365 calendar days beginning at the end of option year 1

The maximum value of this contract will be \$14,999,999.00. This includes the base twelve (12) month period at \$4,999,999.00 and two (2), one-year option periods at \$4,999,999.00 each. If the dollar value of the base period is reached sooner than the contract period has ended, then the option may be exercised. The base period and all option periods shall not exceed 36 months, or the \$14,999,999.00 combined aggregate capacity of the contract, whichever comes first.

B.1 SUPPLIES/SERVICES TO BE FURNISHED:

The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary for the performance of minor construction, modification, rehabilitation, alterations, new construction, AE services and design-build projects for the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District in accordance with the Scope of Work in the base contract.

The services to be provided shall be priced in accordance with the most recent Means Facility Cost Data publication, and the coefficient pricing factor. The coefficient factor must contain base fee, profit, bond premiums, insurance and all contingencies in connection with the work to be performed. The coefficient factor proposed by the contractor will be applied to the total of the unit costs to establish the price of each task order.

B.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be three (3) years from the date of contract award. Task orders may be issued under this contract during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any order placed prior to the expiration of such period. Terms of the contract shall remain in full force and effect in their application to such orders.

B.3 PLACE OF PERFORMANCE

The effort required under this contract will be performed predominately for the Smithsonian Institute. However, this contract can be used for the entire Washington D.C. Metropolitan Region and other U.S.

Army Corps of Engineers, Baltimore District supported facilities/installations.

B.4 TASK ORDER PROPOSALS:

a. Upon notice from the contracting officer or authorized representative of a requirement, the contractor shall submit a price proposal to the Government for each potential task order. The proposal submitted by the Contractor should be a detailed proposal utilizing Pulsar Software comprised of a breakdown of labor, material and equipment quantities and costs. This breakdown shall also be required for the subcontractors. The basis for the Contractor's proposal shall be the prices published by the R.S. Means Company, Inc., as contained in the unit price section of the book entitled "Means Facility Cost Data", herein after referred to as Means. This book is available from the following source:

R.S. MEANS COMPANY
100 CONSTRUCTION PLAZA
P.O. BOX 800
KINGSTON, MA. 02364-0800
1-800-448-8182

b. The following items listed in the Means unit price sections shall be included in the coefficient factor and not priced separately in task orders.

(1) Division 1

DIVISION	SUBDIVISION	DESCRIPTION
1	01107	Professional Consultants
	01250	Contract Modification Procedures
	01255	Cost Indexes
	01290	Payment Procedures
	01310	Project Management/Coordination
	01320	Construction Progress Documents
	01321	Construction Photos
	01450	Quality Control
	01510	Temporary Utilities
	01520	Construction Facilities
	01530	Temporary Construction
	01540	Construction Aids
	01550	Vehicular Access & Parking
	01560	Barriers & Enclosures
	01590	Equipment Rental
	01740	Cleaning
	01810	Commissioning
	01830	Operation & Maintenance
	01832	Facilities Maintenance
	01840	Commissioning

(2) All Tax and Handling Fees

(3) Means City Cost Factor

As noted previously, all items in Division 1 of the Means unit price book shall be included in the coefficient factor and not priced separately in each task order issued under this Contract. The following provides a breakdown of some of the key items identified in Division 1.

DIVISION	SUBDIVISION	CLASSIFICATION	LINE NUMBER	DESCRIPTION
1	01107	100		Architectural Fees*
		200		Construction Mgmt Fee
		300		Engineering Fees
		700		Surveying
	01250	200		Contingencies
		400		Factors
		500		Job Conditions
		600		Overtime
	01255			Cost Indexes
	01290	800	0010	Taxes
		800	0200	Social Security
		800	0300	Unemployment
	01310	150	0010	Permits
		200	0010	Performance Bond
		350	0010	Insurance
	01310	400	0010	Main Office Expense
	01320			Constr. Progress Doc.
	01321			Construction Photos
	01450			Quality Control
	01510			Temporary utilities
	01520			Construction Facilities
	01530			Temporary Construction
	01540	700	0010	Safety Nets
	01540	750	0010	Scaffolding
	01540	760	0010	Stagging Aids
	01550			Vehicular Access & Parking
	01560			Barriers & Enclosures
	01590			Equipment Rental
	01740			Cleaning
	01810			Commissioning
	01830			Operation & Maintenance
	01832			Facilities Maintenance
	01840			Moving Equipment

*Incidental AE Fee (i.e. less than 5% of the total value of the order) is to be part of the coefficient. When a design build task order is requested, the AE fee shall not be covered in the coefficient and will be negotiated.

c. Unit cost items used from Means shall comply with the requirement of Attachment 1 “Technical Specifications for Minor Construction, Modification, Alterations and Rehabilitation”. Pricing

methods and procedures in the reference section of the Means Book shall be applied to application unit prices in the Unit Price Section.

d. Government items to be installed by the contractor shall utilize the loaded cost for labor and equipment, with no additional material cost.

e. Preparation of proposals by the contractor shall not constitute an obligation by the Government to issue a task order for performance, nor is the request for proposal to be construed as the contractor's authority to commence construction activity. When a biddability review is requested a separate task order will be negotiated and awarded prior to beginning work.

B.4.1 NEGOTIATED DESIGN COSTS:

Negotiated Design costs shall be based on proposed Professional labor and overheads rates that will be negotiated on each order as a separate element from the construction portion of the task order. Management fees will be negotiated on a task order by task order basis based on USACE guidelines for AE contracts. Design costs are not defined as either "prepriced" or "non pre-priced". Coefficient pricing is not applicable.

B.4.2 CONSTRUCTION TASK ORDER – GENERAL

After a site visit with the Government, the contractor shall assist the Government with the development of the scope of work based on an existing design and/or a statement of need. This price will be based on "pre-priced" and "non pre-priced" work items. The contractor's pre-task order scoping effort shall be considered a cost of doing business and shall not be paid for under any post task award line item. This effort shall not exceed:

\$25,000 to \$50,000 Task Order value = 2 man days of professional labor
\$50,000 to \$200,000 Task Order value = 4 man days of professional labor
\$200,000 to \$500,000 Task Order value = 5 man days of professional labor
\$500,000 to \$1,500,000 Task Order value = 11 man days of professional labor
\$1,500,000 to \$3,000,000 Task Order value = 15 man days of professional labor

The scope of work will be priced using both pre-priced and non pre-priced work units approach as applicable. The task order will be firm-fixed priced.

B.4.3 DESIGN/BUILD TASK ORDER – GENERAL

The contractor and the government shall jointly develop a task order scope of work which will be used establish sufficient clarity to generate a fixed priced design tasking and a Not to Exceed construction budget estimate using a mutually acceptable parametric estimating approach. This pre task order award effort shall not exceed:

\$25,000 to \$50,000 Task Order value = 2 man days of professional labor
\$50,000 to \$200,000 task order value = 5 man days of professional labor
\$200,000 to \$2,000,000 task order value = 8 man days of professional labor
Over \$2,000,000.00 = to be negotiated on an individual basis

A two-part task order will be awarded. (1) Part one will be the negotiated fixed priced design and (2) Part two will be an option for construction services which can not exceed the “Not to exceed” budget.

After award of the task order the contractor and government will further refine the scope of work in sufficient detail to allow pricing using the pre-priced /non pre-priced costing methodologies defined in the contract. The design will be reviewed at multiple stages of development as defined in the task order design scope of work. Intermediate cost projections and final construction price shall not exceed the established budget. Should the designer’s efforts, through no fault of government, result in exceeding the construction budget, the Government reserves the right to have the contractor, at his own expense, revise (i.e. de-scope) the design to assure the product can be constructed within the budget. However, the Government shall not direct the contractor to construct a product that’s price (as established under terms of this contract) exceeds the NTE budget.

B.5 ORDERING PROCEDURES

- a. As the need exists for performance under the terms of this contract, the Contracting Officer or authorized representative shall notify the Contractor of an existing requirement.
- b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government by:
 - (1) visiting the proposed work site in the company of the Contracting Officer’s Technical Representative or authorized representative, or
 - (2) establishing verbal contact with the Contracting Officer's Representative or authorized representative to further define the scope of the requirement.
- c. With the establishment of the scope of work of the individual equipment, the Contracting officer, or authorized representative, shall issue a Request for Proposal for the individual task order. Upon receipt of the Request for Proposal, the contractor shall then submit a proposal (along with narrative to document the site investigation) for accomplishment of the task order, utilizing Pulsar software or equivalent & submit in both paper & electronic medium.
 - (1) “Means Facility Cost Data”, Unit price section, shall serve as the basis for establishing value of the work to be performed. The current Means shall be used until updated.
 - (2) Non-pre-priced work to be included in an individual requirement must be proposed by the Contractor using an acceptable proposal format to be agreed on between the Government and the Contractor at that time. Any non-pre-priced items exceeding \$2,500.00 must be supported by more then three quotations from suppliers/installers.
 - (3) Upon receipt of a Request for Proposal for an individual task order, the contractor shall have the following time schedule for submittal of a proposal, based on the estimated value of the task order.

<u>Estimated Value of Task Order</u>	<u>Schedule</u>
Under \$50,000	2 working days
\$50,001 to \$100,000	5 working days
\$100,001 to \$500,000	9 working days

over \$500,000

to be negotiated on an individual basis

- (4) The contractor shall notify the government within two working days of receipt of a Request for Proposal for an individual task order if the contractor cannot meet the above schedule and the reason(s) why. The contractor shall also propose an alternate schedule, subject to the approval by the Government. The government reserves the right to unilaterally deny any extension.
 - (5) The contractor shall be prepared to transmit proposals electronically, by means of computer disk or network connection, when so directed by the Government. The software used to prepare such electronic submissions shall be provided by the Contractor and shall be Pulsar or its equivalency. Electronic transmissions shall be readable/writable using Microsoft Office 98.
 - (6) The contractor shall use the Government work/task order number to identify all proposals, submittals, and other documents submitted to the Government.
- d. Upon receipt of the Contractor's proposal, the Government shall review the proposal for completeness, accuracy, and reasonableness. The government may accept the proposal as stated or negotiate any aspect of that proposal. The Government shall negotiate with the Contractor all non-pre-priced items and any exceptions of the performance period required by the delivery schedule.
- e. Task orders will be issued by the Contracting Officer. Each task order shall include the following information:
- (1) Date of the task order
 - (2) Contract number and task order number
 - (3) Item number and description, quantity and unit prices for pre-priced and non pre- priced item and total task order price
 - (4) Commencement and task order performance data
 - (5) Accounting and appropriation data
 - (1) Any other pertinent data.
- f. Upon receipt of a task order, the Contractor shall:
- (1) Incorporate the task order into the progress schedule/report (Technical Specification 01300). The contractor will use the task order number for internal control. All proposals, schedules, vouchers, correspondence, etc., must have the Government task order number included as it is the Government's tracking mechanism.
 - (2) Notify the Contracting Officer's Technical Representative or authorized representative, of the building(s) or other facility where the work is to be performed, three (3) working days prior to the actual commencement of work as so noted in the task order.

B.6 PERFORMANCE OF TASK ORDERS

In performance of work under this contract, the contractor shall

- a. Provide the Contracting Officer's Technical Representative or authorized representative with a

work schedule, listing the task order to be performed the following day and the trades involved by 2:00 PM each work day. The assigned Government inspector and/or the inspection section chief shall be notified immediately if revisions of the schedule are necessary during the work day.

- b. Arrange with the Contracting Officer's Technical Representative or authorized representative a sequence of procedure, means of access, space for storage of materials and equipment, use of approaches, corridors, and stairways. Since space for storage is listed in work areas, the majority of storage must be outside or at the Contractor's assigned area. Only materials to be used for work under this contract may be stored at the assigned area.
- c. The buildings and work areas may be occupied during performance of work under this contract. The contractor shall take particular care in the execution of the work in all computer, mechanical, electrical and telephone equipment areas. Uninterrupted operations must be maintained in these areas.

B.7 EMERGENCY ORDERING PROCEDURES

- a. On occasions when the development of problems during other than normal duty hours arise which jeopardize the operation of the Smithsonian Institute or the place of performance within the U.S. Army Corps of Engineers, Baltimore District, the contractor will be required to respond to the needs of the Government within two (2) hours following telephonic notification and fax backup, which may be made at any time in any twenty-four hour period. To accomplish this, the contractor will provide to the contracting officer, a number at which he can be reached on a twenty-four hour basis.
- b. The contractor shall, within four (4) hours (unless the contracting officer determined that additional time is required) following such notification, provide a proposal. The time of commencement and completion shall be as specified by the government.
- c. The proposal will be reviewed for completeness and any non pre-priced items negotiated.
- d. The contractor will be verbally advised to process the proposal by the Contracting Officer or his authorized representative.
- e. A delivery order will then be issued.

B.8 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS

The contractor, with his own forces, shall transport all Government furnished equipment/materials described on the task order. The equipment/materials will be transported from the Government storage area to the work site indicated on the delivery order. The contractor assumes the risk and responsibility for the loss or damage to Government furnished property. The contractor shall follow the instructions of the Contracting Officer's Representative regarding the disposition of all government-furnished property not consumed in performance of a delivery order.

B.9 ADDITIONAL ITEMS OF WORK

Items of work not covered by this contract but within its scope and general intent may be negotiated by the Contracting Officer and added to the contract by modification any time during the contract period. The contractor's proposed price for additional items required shall be broken out by labor, material and equipment costs. Application of the coefficient factor for these items shall be the same.

B.10 DELIVERY SCHEDULE

- a. The time for completion of the work shall be in accordance with the following schedule.

<u>Amount of task order</u>	<u>Schedule</u>
\$5,001 to \$10,000	15 working days
\$10,001 to \$15,000	25 working days
\$15,001 to \$25,000	30 working days
\$25,001 and over	negotiated on an individual basis, with price

- b. The contracting officer or an authorized representative may negotiate a time for completion different from the above, if both parties agree.
- c. Delivery schedules include time for all activities from date of issuance of the task order, including ordering materials and time required for final cleanup, inspection, acceptance and close out of the task order.

B.11 NOTICE OF COMPLETION OF TASK ORDERS

The contractor shall notify the Contracting Officer's Technical Representative, in writing, upon completion of each individual task order. The Contractor shall give advance notice of the date work will be fully completed and ready for final inspection. See Data Item Descriptions No. 21 for additional information regarding Task Order Completion/Close Out.

B.12 SCHEDULING WORK

Before any of the work under an individual task order will begin, the contractor shall confer with the Contracting Officer's Technical Representative and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors; stairways; elevators; and similar means of communications and the location of partitions, eating spaces, and restrooms for the Contractor's employees and the like.

Furniture & equipment in the immediate area will be moved by the contractor and replaced to original position. If the work required by the work order will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the COR for replacement by the contractor.

Delivery of materials and equipment shall be made with a minimum of interference to the Smithsonian Institute or the place of performance within the U.S. Army Corps of Engineers, Baltimore District.

The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections, or divisions is begun. When requested by the

COR, the contractor shall provide a complete Critical Path Method (CPM) schedule of the work at least 5 days prior to the start of work. This schedule shall include a description of each phase of the work and its starting and completion dates. The Critical Path Method (CPM) schedule shall be updated as necessary.

B.13 RECORD DRAWINGS

During the progress of the job, the contractor shall keep a careful record at jobsite of all changes and corrections for the layouts shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contact or record drawings promptly. The record drawing shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility items. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including change in direction. Valve, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a referenced point. The average depth below the surface of each run shall be recorded. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the Contracting Officer as-built prints and electronic files showing the aforementioned data. If the contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retainage of 10% of any progress payments to be made until such drawings are made current. Additionally, the estimate cost of maintaining the record drawing will be deducted from any such progress payment. If the Government provides initial drawings on paper, then paper as-builts may be submitted. If the Government provides initial drawings on CADD, then the as-builts shall be provided in the CADD format that is compatible with the installation.

B.14 CONSTRUCTION SITE MAINTENANCE

Store all supplies and equipment on project site so as to preclude mechanical and climatic damage. Maintain site in a neat and orderly manner.

B.15 NOISE CONTROL

Comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control.

B.16 EQUIPMENT ON THE SITE

Cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. Store equipment that is removed in performance of work when directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced to its original condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the contractor.

B.17 TRUCKING

Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulin over the load before they enter surrounding streets. Comply with all regulations when handling hazardous materials.

B.18 MATERIALS DELIVERY & HANDLING

The contractor shall provide the means, manpower and equipment to accept and unload all materials delivered to the Smithsonian Institute or the place of performance within U.S. Army Corps of Engineers, Baltimore District for work under this contract. The government will not accept deliveries, nor will government equipment and manpower be used for material handling.

B.19 TOILET FACILITIES

The contractor will be required to provide and maintain temporary toilet facilities for contractor's personnel at no expense to the Government.

B.20 ELEVATORS

Any temporary use of an existing elevator shall be by arrangement and subject to the control of the Government. Such use will be of an intermittent nature. The contractor shall provide and maintain suitable and adequate protective covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use. Loads in excess of the rated capability of the elevator will not be permitted. The government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the contractor shall remove the protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

B.21 SAFETY AND HEALTH

- a. Applicable Publications. The publications listed below will form a part of any resulting contract to the extent referenced. The publications are referred to in the text by basic designation only.

- (1) Code of Federal Regulation (CFR)
- (2) OSHA General Industry Safety and health Standards (29 CFR 1910) Publication V2206; OSHA Construction Industry Standards (29 CFR 1926. One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1920 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- (3) National Emission standards for hazardous Air Pollutants 40 CFR, PART 61).
- (4) Federal Standard (Fed. Std.)
- (5) 313A Material Safety Data Sheets, Preparation and the submission of Safety & health Requirements Manual, EM 385-1-1
- (6) Use of Asbestos containing Material, ETL 110-1-118.
- (7) Environmental Protection, 40 Code of Federal Regulations and Title Washington, E.D.C. code.
- (8) Policy & guidelines for Asbestos Management, DA Circular 40-834
- (9) The U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)

- b. Work covered by this section: this section is applicable to all work covered by this contract.

- (A) Definition of Hazardous materials: Refer to hazardous and toxic materials/substances

included in the Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyl (PCBS), explosives and radioactive material, but may include others. The most likely products to contain asbestos are sprayed on fireproofing, insulation, boiler lagging, and pipe covering.

(B) Asbestos

- a. The contractor is warned that exposure to airborne asbestos has been associated with four diseases. Lung cancer, certain gastrointestinal cancers, pleural or peritoneal mesothelioma and asbestosis. Studies indicate there are significant increased health danger to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
- b. The contractor is advised that friable and/or non-friable asbestos containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routing handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abating, sanding, drilling, cutting machining, removal, demolition or other similar activities.
- c. Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The occupational safety and health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.
- d. Friable asbestos containing materials are not permitted by the current criteria and shall not be used in new construction or modification projects (ETI 1110-1-118, 27 May 1983) Plan and specifications for all new construction and modification projects will be reviewed to insure that the use of friable asbestos-containing materials is not called for.
- e. Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1001 and 1926.58) EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

B.22 WEATHER OCCASIONED WORK DELAYS

In ascertaining facts and extent of delay due to unusually severe weather under FAR Clause 52.249.10, Default (Fixed price construction, April 1984) the average weather conditions as determined from data

regarding weather conditions at the closest jurisdictional airport to the work site will be used. For the purpose of this contract, the data contained in the “Climatological data in Annual summary” published by the U.S. Weather Bureau will be used. In adjudicating claims, the averages for the past 5-year period will be used.

SECTION C

Section C

SCOPE OF WORK

C.1 Purpose. The scope of this contract encompasses but is not limited to a broad variety of minor repair, modification, rehabilitation, alterations, new construction, AE services and design-build projects in support of the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District.

C.2 General requirements. The work required extends beyond a single construction effort, in that it involves the planning, scheduling, coordinating and procuring of management, labor and materials for a fluctuating flow of unrelated task orders. The Corps of Engineers mission to provide engineering, planning and construction services for infrastructure missions is often time critical and of a highly visible nature. Therefore, the contractor will be required to respond rapidly to Government requirements with top quality craftsmanship, without compromising safety standards, current mission requirements and readiness. It is imperative that the contractor provides a flexible and multi-disciplined high-quality workforce. The work requirements described in the scope of work do not necessarily represent all of the work of this nature that is accomplished for the Corps of Engineers.

THIS IS NOT A REQUIREMENTS CONTRACT OR JOB ORDER CONTRACT. THIS IS A TASK ORDER CONTRACT (TOC).

C.3 TASK ORDER SCOPE OF WORK: Task Order requirements range from simple performance narrative to a complex fully designed product. The task order total cost is established by the aggregation of construction line items based on information known and/or extrapolated prior to the execution of work. Once, the price is established, the estimated nature and number of unit line items (for the prepriced components) and the itemized non pre-priced work are relevant only to the extent that they aid in clarifying the overall intent of the task order.

C.3.1 DESIGN ERRORS AND OMISSIONS: Except as qualified herein, it is the intent of the Government to reimburse the contractor for his additional construction costs resulting from “design errors and omissions” that are the result of the Contractor’s scooping/design effort.

C.3.1.1 Limits on the Government’s responsibility to reimburse the Contractor are addressed with regard to:

- § The nature of the task order - i.e. “performance” or “prescriptive” requirements
- § Incurred cost thresholds - i.e. Impact threshold defined in absolute and % terms

C.3.2. PERFORMANCE REQUIREMENTS: The following criteria will be used to determine the efficacy of the Government reimbursing the Contractor for additional work required to “cure” his design errors and omissions. The following “test” shall be used:

“Is the required additional work within the **clear intent** of the task order scope as defined by its:

- § Scope Narrative

- § “Cartoons” or sketches (as applicable)
- § Specifications, equipment list, brand name identifications etc.”

If, after examination of the above documentation, there remains a question as to the task order’s **clear intent**, qualitative and quantitative information contained within the contractor’s approved proposal estimate may be considered.

C.3.3 PRESCRIPTIVE REQUIREMENTS: The following criteria will be used to determine the efficacy of the Government reimbursing the Contractor for additional work required to “cure” his design errors and omissions. The following “test” shall be used:

“Is the required additional construction work within the task order scope as defined by its:

- § Specifications
- § Drawings and/or sketches
- § Equipment lists, brand names, etc.

If, after examination of the above documentation, there remains a question as to the task order’s scope, qualitative and quantitative information contained within the contractor’s approved proposal estimate may be considered.

C.3.4 GOVERNMENT RESPONSIBILITY - (Limits/Cost Thresholds)

The extent to which the Government will reimburse the contractor for his additional work required to “cure” his design errors and omissions are as follows:

- § The Government is not responsible to reimburse the contractor for re-design cost resulting from his design errors and omissions.
- § The Government is not responsible for additional “rip out and replacement” cost that are the result of the contractor’s design error and omissions.
- § Errors in the Contractors quantity “take off” used to establish his task order cost shall not be considered design error and omissions and are not compassable.
- § The Government is not responsible for additional design error and omission costs that are less than 10 % of the total task order value or \$10,000, which ever is greater.

C.3.5 Compensable design and omission costs will be derived using the contracts prescribed task order costing approach. The coefficient values will be the same as used in the original task order.

C.3.6 Contractors notification of design error prior to award of the task order construction option will not impact the performance evaluation for the specific task order.

C.4 Corps of Engineers Liaison: The nature of this support area where specific work is progressively identified requires a strong and effective liaison with the Corps of Engineers and the Smithsonian Institute staff. The Contractor’s management/supervision will interface with the Government through the Contracting Officer, and more specifically on a day-to-day basis through the Contracting Officer’s Technical Representative. The work authorization, scheduling with an on-going operation, availability of government equipment, and review of completed orders are areas illustrative of the need for close liaison. Only the formally designated government point of contact (as designated by the Contracting Officer) will direct or otherwise control the construction effort under this contract.

C.5 Contractor's management and supervision. Contractor effort will extend beyond conventional, single job construction efforts in that the contractor must plan, schedule, coordinate, manage, anticipate and execute a flow of independent orders with a wide variety of craft skill levels. The contractor must be capable of adjusting to a wide variation in the craft mix without significantly impacting on-going work. The contractor is expected to select quality subcontractors necessary to perform elements of work, for which there is insufficient "in-house" capability and effectively manage those subcontractors to insure that the Government is provided with a "seamless" level of effort on each task order. Since the contractor's management has the direct interface with the Government, it is essential that personnel at this level maintain an overall and effective insight into all facets of the activity, including operations, to insure that the contractor can respond promptly to new or changed conditions with a minimum of disturbance to the Government. One of the major objectives of this contract is to obtain a construction contractor that is highly qualified with an expert staff of experienced construction professionals. To this end the contractor is expected to bring forth any comments or questions that it may have about the task order scopes before task order award. While the contractor may request information after task award, such requests will have a negative impact on the performance rating of the contractor. The contractor may be tasked to perform bid-ability and constructability reviews on construction projects (working directly with a design firm that has a separate contract or a subcontracted design firm) in the mission area. The objective is to break down the barriers between design professionals and construction professionals and avoid blame assignment during construction. Such reviews do not guarantee the award of a task order.

C.6 Work categories: The nature of work is one of minor construction, modification and rehabilitation of existing facilities. The work may vary from routine to complex coordination of multi projects. All task orders will clearly define the work required. This will vary from a narrative description of detailed plans and specifications, (depending on the size and complexity of the tasks) to small projects with hard sketches. For the more complex mechanical and electrical systems work, the tests required for final acceptance will be stipulated. The jobs included will require a variety of professional management, engineering and craft skills. When the task orders contain complete drawings and specifications, some of the task orders will require the contractor to develop subcontractors and his own forces into a typical general contractor team. Other task orders will only provide a narrative scope of work with defined performance objectives which will require the contractor to hire a design professional and coordinate construction trades to perform tasks of a design build nature (using both simplified design and complete design) when such task orders are issued, the contractor will become the "engineer of record" and will be required to have a professional engineer stamp the drawings accordingly. The final category of work may require a combination of the two. Where there is a combination, the responsibility for "Engineer of Record" will be negotiated and clearly stipulated in the task order. If it is not clearly specified in the task order, the Engineer of Record will be assumed to be the COR. The net objective is to provide the most responsive, low cost effort to the Government in regard to the completed life cycle infrastructure requirement. It should be noted that the term "Engineer of Record" is not a term specifically used in federal Contracting but is referring to the professional state and licensing requirement for architects and engineers which hereby become part of this contract.

C.7 Contractor provided items. As part of the basic contract, the contractor will provide the following:

- a. Three (3) complete license sets of Pulsar Software along with four (4) separate two (2) hour blocks of instruction by the manufacturer. The software will be installed by the manufacturer on the PCs designated by the Government. All of the software will not be installed at the same

location. Distribution of licenses as follows: a) Architect-Engineer; b) COR/PM; and c) Field Office.

- b. Two (2) partnering sessions. The partnering sessions will be scheduled approximately 1 month after award and 1 year after contract award. The sessions will be planned for an 8-hour period at a conference room in the Baltimore Washington Area. The sessions will be for a group of 20.
- c. Two (2) MEANS estimating training sessions. Each session will be two (2) eight (8) hour days at a conference room located in the Baltimore Washington Area. Each student will be provided with a workbook, a copy of the most current MEANS Facility Construction Cost Data along with a MEANS Estimating Handbook. The training sessions will be taught by a MEANS certified instructor. The first sessions will be held within 2 months after contract award and the second session will be held one year after contract award.
- d. Web based contract management system. The contractor shall furnish spreadsheets and clearly show project status of all actions. The contractor is to submit a sample form for Government approval. After approval, it is expected that the information will be improved on a quarterly basis to provide relevant useful information for the Government to manage the contract.
- e. The Contractor is to provide performance/payment bonds in the amount of \$5,000,000.00 in accordance with FAR 28.102-2(b). The bond(s) will be furnished to the Government within 10 calendar days after date of award.

C.8 The contractor is also responsible for providing information set forth in the Exhibit 1 of this Scope of Work, Data Item Descriptions (DIDs).

C.9 The U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 & 1926) are part of this contract. In the event of a conflict, the more stringent will take precedent.

C.10 Specifications: If specifications are not included in the task order, the basic contract specifications will apply. The basic contract specifications will be United Facility Guide Specifications, which can be obtained from the website at <http://www.hnd.usace.army.mil/techinfo/gspec.htm>. The current UFGS web page is available at <http://www.ccb.org/docs/ufgshome/UFGSToc.htm>

EXHIBIT 1

**SCOPE OF WORK
EXHIBIT 1
INDEX OF DATA ITEM DESCRIPTIONS (DIDs)**

ID NUMBER TITLE

- 01 COST PROPOSALS
- 02 SITE SAFETY AND HEALTH PLAN
- 03 QUALITY CONTROL PROGRAM
- 04 SITE INVESTIGATION (SITE/VISIT) PROPOSAL
- 05 SITE INVESTIGATION REPORT
- 06 FEASIBILITY STUDY/REPORT
- 07 PRE-REPAIR/RENEWAL ACTION CONFERENCE
- 08 WORK SCHEDULE
- 09 SYSTEM/EQUIPMENT TESTING
- 10 OPERATING & MAINTENANCE MANUALS
- 11 TRAINING
- 12 EQUIPMENT & CONSTRUCTION WARRANTIES
- 13 LIST OF STANDARD EQUIPMENT & SERVICE ORGANIZATIONS
- 14 AS BUILT/IN-PROGRESS DRAWINGS
- 15 AS BUILT/FINAL DRAWINGS
- 16 SITE SPECIFIC REPAIR/RENEWAL REPORT
- 17 MONTHLY PROGRESS REPORT
- 18 TELEPHONE CONVERSATION/CORRESPONDENCE & VISITOR LOG
- 19 CERTIFICATION OF COMPUTER MEDIA & ELECTRONIC DEVICES
- 20 ACCIDENT EXPOSURE DATA REPORT
- 21 TASK ORDER COMPLETION/CLOSE OUT
- 22 CONSTRUCTION SUBMITTALS
- 23 SUBCONTRACTS
- 24 MATERIAL SAFETY
- 25 WEEKLY ELECTRONIC STATUS REPORTS

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</p>				
1. TITLE Cost Proposals			2. IDENTIFICATION NUMBER 0001	
3. DESCRIPTION/PURPOSE To provide requirements for developing a cost proposal for each of the items of work to be accomplished by the Contractor.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE N/A	6b. GIDEP APPLICABLE N/A	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the details required in cost proposals for the various item of work in a task order.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The work schedule shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.				
11. DISTRIBUTION STATEMENT				

DATA ITEM DESCRIPTION

Form
Approved
OMB No.
0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.**

1. TITLE

SITE SAFETY AND HEALTH PLAN

2. IDENTIFICATION NUMBER

0002

3. DESCRIPTION/PURPOSE

This plan details the tasks and activities of site safety management required to identify, evaluate and eliminate or control hazards at the work.

4. APPROVAL DATE (YYYYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

This Data Item Description (DID) identifies the contract requirement for the site safety and health plan.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

10. PREPARATION INSTRUCTIONS

The Site Safety and Health Plan (SSHP) shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.

The Site Safety and Health Plan (SSHP) shall be prepared in accordance with the requirements specified in this section and shall comply with all federal, state, and local health and safety requirements, e.g., The Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926) and the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The SSHP shall address those elements which are specific to this site and has potential for negative effects on the safety and health of workers and other personnel on site. Where a specific element is not applicable, the Contractor shall make negative declaration in the plan to establish that adequate consideration was given the topic, and a brief justification for its omission shall be given. This SSHP does not cover lead-paint removal, hazardous material or environmental repair/renewal.

10.1 General. A fully trained and experienced site Safety and Health Officer (SSHO) responsible to the Contractor may be delegated to implement the on-site elements of the SSHP. The SSHP shall be a form usable by authorized U.S. Government representatives and other authorized visitors to the site during site operation.

10.2 Staff organization, Qualifications, and Responsibilities. The operational and health and safety responsibilities of each key person shall be discussed. The organizational structure, with lines of authority for safety and health and overall responsibilities of the contractor and all subcontractors shall be provided. An organizational chart showing the lines of authority for safety shall be provided. Each person assigned specific safety and health responsibilities shall be identified and his/her qualifications and experience documented by resume.

11. DISTRIBUTION STATEMENT

DATA ITEM DESCRIPTION

Form
Approved
OMB No.
0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.**

1. TITLE QUALITY CONTROL PROGRAM	2. IDENTIFICATION NUMBER 0003
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3. DESCRIPTION/PURPOSE Implementation and documentation of a comprehensive contract quality control program for the project.

4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
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7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) identifies the contract requirements for the quality control program.
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8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER
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10. PREPARATION INSTRUCTIONS The quality control program shall be in accordance with this Data Item Description unless otherwise indicated or modified in the delivery order. 1. Inspection System. 10.1.1. General. The contractor shall provide and maintain an effective quality control program or Contractor inspection system which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate that all supplies and services conform to drawings, specification, and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract unless the required inspection and/or test is specifically designated to be performed by the Contractor. To implement this program, the Contractor shall submit a generic quality control plan. 10.1.2. Organization. The system shall be implemented by the designation of a quality control person from the Contractor's production or supervisory staff who shall report directly to the Contractor's top management. This organization shall consist of not less than one person who will be on the job site at all times work is in progress, and whose sole responsibility is to provide continuous inspection of the work to insure compliance with the contract plans and specifications. This person shall have a minimum at least five (5) years verifiable construction experience in the type of work specified in the contract.
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11. DISTRIBUTION STATEMENT

DID #3

10.1.3 Records. The contractor shall maintain current records on an appropriate approved format of all inspections and tests performed. These records should provide factual evidence that the required inspections or tests have been performed., including type and number of inspections or tests involved; results of inspections or tests; nature of defects, causes for rejection, etc.; proposed remedial action; and corrective actions taken. The contractor shall not build upon or conceal any feature of the work containing uncorrected defects, and **for firm fixed price tasks**, payment on deficient items will be withheld until satisfactorily corrected. These records must cover both conforming and defective items and must include a statement that all supplies and materials, incorporated in the work, are in full compliance with the terms of the contract. **The Contractor shall submit daily (by E-MAIL to the COR & KO) a quality control report in the format specified in attachment 1. If not specified below, all other records shall be turned over to the Contracting Officer at completion of the task order.**

10.1.4. QC records shall be stored in a secure area on the contractor's website. The records shall be in Microsoft Word format.

10.1.5 Site Specific Quality Control (QC) Plan. The contractor shall establish controls necessary to assure scheduled completion dates established by the contract are not impacted by delinquent submittal data and/or operational tests. The contractor shall furnish to the Government with the work plan, a site specific QC Plan, which shall include the personnel procedures, instruction, and reports to be used. The report plan shall include the following:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgement that the Contractor QC staff shall implement the three phase control system for all aspects of the work specified and shall report to the Project Manager or someone higher in the Contractor's organization.
- b. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
- c. Procedures for scheduling and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents.
- d. Control testing procedures for each specific test required.
- e. A submittal register listing all shop drawings requiring approval by the Contractor or by the Contracting Officer. The format for the list shall provide the same information as ENG Form 4288 (see attachment 2). Upon submittal of the list, the Contracting Officer will indicate those shop drawings to be reviewed and/or approved by the government.
- f. A list of preparatory and initial inspections for each phase or major feature of work. When conducting the inspections, a checklist shall be prepared and provided as per the format shown in attachment 3.
- g. A list of required operational and performance tests.
- h. A listing of training to be performed.
- i. A list of important materials or equipment impacting contract completion.
- j. Plan of action by the Contractor for tracking and correcting any known contract deficiencies including delay in scheduled progress.

10.1.6 Pre-Repair/Renewal Conference. After the contract is awarded and before construction operations are started, the Contractor shall meet with the Contracting Officer or his representative, and discuss the inspection system requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the inspections, administration of the system and interrelationship of Contractor and Government inspection. The mutual understanding meeting shall be documented by the preparation of minutes of the meeting for signature by both the Contractor and the Contracting officer or Contracting Officer's Representative.

10.1.7 Quality Control Status Report. A status report shall be prepared and submitted to the Government quality Assurance representative prior to submission of an invoice for the period covered which shall contain as a minimum the following information:

- a. The status of all shop drawings including those to be resubmitted which must be approved at any tier of the contractor's organization or by the Contracting Officer. An analysis of any impacts to the schedule due to late submission or approval shall be attached.
- b. The status of all material and equipment procurement and delivery which shall indicate whether the material or equipment has been approved.
- c. Sixty days in advance of contract completion date and prior to scheduling a pre-final inspection of the work, or any phase of work, the contractor shall submit a schedule of required operational and performance tests and a schedule of training to be performed.

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1. TITLE SITE INVESTIGATION (SURVEY/VISIT) PROPOSAL			2. IDENTIFICATION NUMBER 0004	
3. DESCRIPTION/PURPOSE To provide details concerning the content and organization of the site investigation(survey/visit) proposal				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) gives the information required for the site investigation (survey/visit) proposal				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS		9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Site investigation (survey/visit) proposal shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order. When requested by the Contracting officer, or authorized representative (in writing or verbally), the Contractor shall provide a detailed listing of the tasks to be performed at the site along with the personnel and equipment required to achieve these tasks. This listing shall be in the format detailed in attachment 1.				
11. DISTRIBUTION STATEMENT				

DATA ITEM DESCRIPTION

Form
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The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.**

1. TITLE
SITE INVESTIGATION REPORT

2. IDENTIFICATION NUMBER
0005

11. DESCRIPTION/PURPOSE

To provide guidance to the Contractor on subjects to be investigated during a site investigation as well as how to document the results.

11. APPROVAL DATE
(YYYYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTIC
APPLICABLE

6b. GIDEP
APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

This Data Item Description (DID) gives overall parameters on how to conduct and document a site investigation report.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC
NUMBER

10. PREPARATION INSTRUCTIONS

The site investigation shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting officer.

10.1. Investigate and document the presence or absence of asbestos/lead-based paint in the proposed work areas and surrounding areas with the goal of preparing an abatement plan. To accomplish this the contractor shall interview facility personnel and review existing documentation as required. At the completion of the documentation review, the Contractor shall conduct an on-site investigation of the proposed work area in conjunction with facility personnel to visually locate and identify asbestos/lead-based paint insulation or surface coverings. Any surface coverings which cannot be proven to be non asbestos shall be considered to be asbestos and treated accordingly.

11. DISTRIBUTION STATEMENT

DID # 5

10.2 Site Investigation Report. The contractor shall prepare and submit a site investigation report documenting the site investigation. The site investigation report shall include individual sections for each of the topics defined below.

- a. Site description. Provide a brief description of the site under investigations, including a complete summary of safety and health hazards anticipated on site.
- b. Hazard and Risk Investigation. The contractor shall provide a complete description of the work to be performed with a complete summary of hazards anticipated. The Contractor shall identify the safety and health hazards that may be encountered for each task or site operations to be performed. Each task/operation is to be discussed separately. Material Safety Data Sheets (MSDS) for each hazardous substance discovered or brought on site shall be included as an appendix to the SSHP.
- c. Site control. The SSHP shall include a site map, description of work, on/off site communication systems, site access controls and security procedures.
- d. Site information. Provide a list of people contacted during the survey, as well as any relevant information obtained.
- e. Potential Problem Areas. Include a narrative description of each potential problem area (related to repair/renewal action) that was investigated. Also include a list of any code or accreditation violations in these areas. Indicate areas investigated which warrant further study and those, which do not warrant further efforts.
- f. Disruption Plan Identification. Develop and submit a site disruption plan, signed off by installation personnel, which identifies actual, probable, and potential interruptions to installation operation with corrective actions.
- g. Asbestos and/or Lead-based paint abatement (removal/encapsulation) plan identification. The site investigation report shall indicate if asbestos/lead based paint are assumed to be present at the proposed work site. If any local documentation exists or testing has been completed by the facility, the Contractor shall provide the title of the documentation/testing in the site investigation report and indicate the findings of that documentation/testing. The names of any individuals interviewed during the site investigation shall also be included in the report. If no asbestos/lead based paint is encountered or presumed present during the site investigation, the Contractor shall so indicate in writing.
- h. Scope of work validation. Clearly indicate any changes to the scope of work to be included in the work plan. Define the recommendations for resolving each problem area that was investigated. Include any drawings/sketches/schedules, which may be applicable to the proposed repair/renewal action. Describe any equipment/system to be supplies as part of the repair/renewal action.

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
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1. TITLE FEASIBILITY STUDY/REPORT			2. IDENTIFICATION NUMBER 0006	
3. DESCRIPTION/PURPOSE The purpose of this effort is for the contractor to develop a list of alternatives, develop a detailed analysis of each alternative and recommend a course of action.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) gives overall parameters on how to conduct and document a feasibility study and report				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The feasibility study/report shall be in accordance with this Data item Description unless otherwise indicated or modified in the task order or directed by the contracting officer. <p>10.1 General. A feasibility study and report shall be performed when required by task order. The feasibility study may be performed in conjunction with a site visit or as a stand-alone action.</p> <p>10.2 Field Investigation. The contractor shall investigate the site, building, or area as directed or indicated in the task order. Unless otherwise stated in the task order, the investigation shall include, but not be limited to, the following actions:</p> <ul style="list-style-type: none"> a. Investigate each of the problem areas stated in the task order to develop a list of potential alternatives while evaluating the potential impact to "down stream" systems. b. Review existing as-built drawings, maintenance records, and other pertinent documentation as required to fulfill the requirements of the task order. c. Interview on site maintenance personnel and staff as required to fulfill the requirements of the task order. d. Gather data required to prepare a site description, a hazard and reanalysis, a site control document, and a site disruption plan, which itemizes actual, probable and potential interruptions to installation operations along with recommendations to reduce the effects of unavoidable interruptions. e. Develop a basis during the visit to prepare budgetary estimates for each alternative and/or develop a life cycle cost analysis. 				
11. DISTRIBUTION STATEMENT				

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1. TITLE PRE-REPAIR/RENEWAL ACTION CONFERENCE (Post Award Conference)			2. IDENTIFICATION NUMBER 0007	
3. DESCRIPTION/PURPOSE To assure familiarity with details of the Contract and the installation rules and regulations as well as to allow the Contracting officer, or authorized representative, to interface with the Contractor and his/her organization				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides a baseline for the pre-repair/renewal action.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The pre-repair/renewal shall be held in accordance with is data item description unless otherwise indicated in the task order:				
10.1 General				
10.1.1 This conference will be held at the location specified by the Contracting Officer Representative (COR). The purpose of this pre-repair/renewal conference is to enable the Contracting officer to outline the procedures that will be followed by the Government in its administration of the contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, security requirements, regulations, etc. The Contracting Officer Representative may invite installation, using service, engineering, and/or security personnel as well as other involved Government personnel to attend this conference.				
10.1.2 Discussion items.				
The following is a list of items for discussion during this conference. This is not considered to be a complete listing. <ul style="list-style-type: none"> (a) Authority of the Contracting Officer and procedures for administering the contract (b) Contractor labor standards provisions (c) Contract modification and administration procedures (d) Payment estimate data and procedures. (e) Contractor insurance requirement. (f) Contractor performance evaluation. (g) Turnover and acceptance of work (warranties) 				
10.1.3 Installation rules and regulations. Regardless of whether site of the work is on a military reservation or on a civilian installation associated with the military, all rules and regulations issued by the Commanding Officer/Director covering general safety, security, sanitary requirements, pollution control, work hours, storage areas, utility availability and use, utility interruptions, site conditions, environmental compliance, clean up, conduct and dress, work in areas with others, excavation permits, access to work areas, traffic regulations, as well as any other pertinent information requested by the Contractor or provided by the authorized installation technical representative shall be observed by the contractor. Information regarding these requirements may be obtained by contacting the authorized installation technical representative, who will provide such information or assist in obtaining same from appropriate authorities.				
11. DISTRIBUTION STATEMENT				

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1. TITLE WORK SCHEDULE			2. IDENTIFICATION NUMBER 0008	
3. DESCRIPTION/PURPOSE To provide details of scheduling the work tasks.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE N/A	6b. GIDEP APPLICABLE N/A	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides details for preparing a work schedule				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The work schedule shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.				
<p>10.1 Work schedule charts shall be prepared and submitted using Microsoft Project or comparable software. The contract work shall be divided into definable contract features. As a minimum, the Contractor shall address each phase and feature of work. The schedule shall indicate the percentage of the total work effort represented by phase or feature of work. The vertical lines shall be identified by specific time frames, (i.e., weekly, bi-weekly, monthly) with one space accounting for no more than one month. The Contractor shall identify the date, which Notice to Proceed is acknowledged on the chart. The Contractor shall also identify the contract completion date on the chart. The Contractor shall place bars on the chart to indicate scheduled progress for each feature of work. The Contractor shall note the anticipated percentage complete for each item at the end of each month and at the end of each scheduled block.</p> <p>10.2 The work schedule shall be updated and reviewed with the appointed government Quality Assurance representative on a monthly basis. No invoice shall be processed without an attachment of the updated schedule. For firm fixed price task orders, the percent completed during the period shall determine that period's payment due the contractor.</p>				
11. DISTRIBUTION STATEMENT				

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1. TITLE
SYSTEM/EQUIPMENT TESTING

2. IDENTIFICATION NUMBER
0009

3. DESCRIPTION/PURPOSE

To provide for systematic testing of the modified system/equipment and to document the tests performed as well as the results of these tests.

4. APPROVAL DATE
(YYYYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTIC
APPLICABLE

6b. GIDEP
APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

This Data Item Description (DID) states the requirements for system/equipment testing.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC
NUMBER

10. PREPARATION INSTRUCTIONS

System/equipment testing shall be accordance with this Data item Description unless otherwise indicated or modified in the task order.

10.1 Thirty (30) days prior to the commencement of testing, the Contractor shall submit to the Contracting Officer and authorized installation representative a copy of a proposed testing plan necessary to provide the system/equipment meets the operation standards identified in the work plan. As a minimum, this testing plant shall contain:

- a. Proper nomenclature
- b. System/Equipment description
- c. Specific requirements for system/equipment test
- d. Schedule for testing
- e. Other items as necessary.

10.2 After approval of the testing plan by the contracting officer, the contractor shall submit the results to the contracting officer.

10.3 All equipment installed on site shall be transferred to the Government on documents identified by the DPW.

11. DISTRIBUTION STATEMENT

DATA ITEM DESCRIPTION

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1. TITLE
OPERATING AND MAINTENANCE MANUALS

2. IDENTIFICATION NUMBER
0010

3. DESCRIPTION/PURPOSE

To provide operating and Maintenance manuals which will be used by Government personnel at the installation to operate and maintain the modified system/equipment.

4. APPROVAL DATE
(YYYYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTIC
APPLICABLE

6b. GIDEP
APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

This Data Item Description (DID) details the requirement for operating and maintenance manuals

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC
NUMBER

10. PREPARATION INSTRUCTIONS

Operating and maintenance manuals shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.

10.1 Operation and maintenance procedures and documentation utilized in the operating and maintenance manuals shall meet NFPA standards.

10.2 The operating manuals shall be in accordance with ER 25-345-1, comprehensive, and cover the total operation of the MFRP. The operating manuals shall contain step-by-step methods for operating each separate component and for operating the systems in a systematic manner. These manuals shall show the location of the item being described and provide a clear and concise narrative description of the item, its operating function, characteristics, and its interrelationship with other system components. The maintenance manual shall provide comprehensive details of complex components and parts with illustrations of how the components and parts are systemically arranged and located. The maintenance instructions shall prescribe the manufacturers' recommended schedule for preventive maintenance plans. The instruction shall clearly identify seasonal maintenance requirements and state the frequencies for all maintenance and/or operations.

10.3 The manuals shall include the manufacturers' name, model number, service manual, and parts list for each major system component and subcomponent. The operating and maintenance manuals shall be provided in a bound document, which is clearly tabbed, indexed and marked for easy use.

10.4 Framed instructions, encased in environmentally protective covering shall be prepared in a manner consistent with the final configuration of the system/equipment at the end of the contract. They shall include system/equipment diagrams and condensed operating and maintenance instructions. The condensed operating and maintenance instruction shall be placed at strategic operating locations on the system/equipment.

11. DISTRIBUTION STATEMENT

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1. TITLE TRAINING			2. IDENTIFICATION NUMBER 0011	
3. DESCRIPTION/PURPOSE To delineate Contractor's training requirements and provide training to installation personnel.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides the requirements to provide a training program				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Training shall be in accordance with this Date Item Description unless otherwise indicated as modified in the task order. The contractor shall provide a training program, as identified in this contract. 10.1 The program shall provide instruction on operation, troubleshooting, maintenance and repair of equipment and systems modified or installed under each contract task order. Instructions shall include both a classroom phase and a practical application phase. The course material shall include the operation and maintenance plans and manuals as instructional materials. The program shall be conducted in facilities directed by the government. 10.2 Thirty calendar days before the end of the task order, the Contractor shall prepare a training plan and submit it to the Government for review. The training course plan shall identify for each block of instructions: the teaching objectives, the time and length of instruction, the place of instruction, the training aids required, the recommended audience, and a brief description of the contents. The training course plan shall be assembled in a notebook, tabbed for each block of instructions. 10.3 The contractor shall train Government personnel to operate, maintain, and repair equipment and systems after the completion of system testing in accordance with each task order. Contractor shall provide video taping of the training in VHS format and provide to Contracting Officer upon completion of the training.				
11. DISTRIBUTION STATEMENT				

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1. TITLE EQUIPMENT AND CONSTRUCTION WARRANTIES			2. IDENTIFICATION NUMBER 0012	
3. DESCRIPTION/PURPOSE To provide warranties on equipment and construction to installation personnel				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the procedures for proving equipment and construction warranties.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Equipment and construction warranties shall be in accordance with this Data Item description unless otherwise indicated or modified in the task order.				
<p>10.1 The Contractor shall obtain all standard commercial warranties available on the major/minor equipment and turn them over to the Government at the conclusion of the contract. The Contractor shall also prepare a list of the companies which honor the warranties, including names, addressees, and telephone numbers.</p> <p>10.2 In addition to the commercial warranties described above, the Contractor shall provide a one-year warranty period on all installation/modification work he/she does on the job. During the one-year warranty period, the Contractor shall remedy at the Contractor's expense any failure to conform, or any defect, damage, or failure of the work. The Contractor shall furnish the name, address and telephone number of the Contractor's single point of contact for full time (24 hours per day) answering and response capability, within the local service area of the warranted construction. The local service area is described as within a 180 mile radius of the installation.</p> <p>10.3 If the Contractor fails to remedy any failure, defect, or damage within 24 hours of notification of the need for remedial action, the Government has the option of taking steps to remedy the failure and billing the Contractor for this remedy.</p> <p>10.4 All commercial warranties obtained from equipment suppliers under this contract shall be those normally associated with the purchase and installation of the equipment and shall be consistent with contract terms and conditions No warranties resulting in additional cost (e.g., extended warranties) shall be obtained unless specifically requested in the task order or with prior approval of the contracting officer.</p>				
11. DISTRIBUTION STATEMENT				

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1. TITLE LIST OF STANDARD EQUIPMENT AND SERVICE ORGANIZATIONS			2. IDENTIFICATION NUMBER 0013	
3. DESCRIPTION/PURPOSE To provide installation personnel with a source for service organizations.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details the procedure for providing a list of standard equipment and service.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS A list of standard equipment and service organizations shall be provided in accordance with this Data item Description unless otherwise indicated or modified in the task order. Thirty days prior to the completion of the task order, a list of major/minor equipment installed and/or modified on the project shall be submitted along with a list of service organizations, with addresses, telephone numbers, and qualifications of qualified, permanent service organizations for support of major/minor equipment. This list shall contain at a minimum manufacturer, serial number(s), capacity, utility service requirements and a cost for each item.				
11. DISTRIBUTION STATEMENT				

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1. TITLE AS BUILT/IN-PROGRESS DRAWINGS			2. IDENTIFICATION NUMBER 0014	
3. DESCRIPTION/PURPOSE To provide as-built/in-progress documentation reflecting the on-going status of the project.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides for in-progress as built drawings resulting from the effects of this contract				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS As-built drawings shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.				
<p>10.1 The contractor shall maintain a set of red-lined, scaled, marked up drawings (latest revision status) if available or photo documents where unavailable, throughout the contract that fully document the status of the work. These drawings shall be maintained through the systemization phase and shall be available for review by the Government upon request. These drawings may take forms ranging from simple schematics to detailed installation drawings. The form of the as-builts/in-progress drawings will be determined by the complexity of the project as ascertained by the Contracting officer.</p> <p>a. If As-builts are to be provided in CADD format, it will be clearly stated in the task order.</p>				
11. DISTRIBUTION STATEMENT				

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</p>				
1. TITLE AS-BUILT/FINAL DRAWINGS/PHOTO DOCUMENTS			2. IDENTIFICATION NUMBER 0015	
3. DESCRIPTION/PURPOSE To provide as-built drawings reflecting the final repair/renewal configuration of the systems/facilities/equipment or photo documents.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides for as-built drawings resulting from the effects of this contract				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS As-built drawings shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.				
<p>10.1 At the completion of the project, the contractor shall prepare and submit a set of red-lined, scaled, marked up drawings that fully documents the work. These drawings may range from simple schematics to installation drawings.</p> <p>10.2 Upon receiving approval of the red-lined drawings by the installation, the Contractor shall make a final submittal of cleaned-up, certified as-built drawings. This submittal may range from a simple schematic to a submittal made in a digital format (employing optical scanning and/or CADD techniques) compatible to the installation (standard DFX drawing file) as well as one set of Mylar reproducible and two (2) sets of blue lines. Where CADD drawings are unavailable, the COR may accept photo documentations.</p>				
11. DISTRIBUTION STATEMENT				

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1. TITLE SITE SPECIFIC REPAIR/RENEWAL REPORT (INCLUDING LESSONS LEARNED)		2. IDENTIFICATION NUMBER 0016		
3. DESCRIPTION/PURPOSE To provide a final report of all work performed under the contract as well as to provide a "lessons learned" record.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) gives the format and content for the site specific repair/renewal report.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS A site specific repair/renewal report shall be prepared in accordance with the Date Item Description unless otherwise indicated or modified in the task order.				
<p>10.1 Final report. A final report of all technical work accomplished and information gained in performance of the contract, pertinent observations, nature of problems, positive as well as negative results, and design criteria established where applicable will be prepared. Procedures followed, process developed, etc., will be included. The details of all technical work included shall be sufficient to permit full understanding of the techniques and procedures used involving technology or processes developed. A summary of this information shall be provided in the form of a "lessons learned" abstract located in paragraph 10.3.8.</p> <p>10.2 Format</p> <p>10.2.1 The title page will identify the report by providing contract number, project name and reporting period.</p> <p>10.2.2 The front cover of draft reports will bear the following statement in addition to other requirements, "The view, opinions, and/or findings contained in the report are those of the author(s) and should not be construed as an official Department of the Army position, policy, or decision, unless so designated by other documentation."</p> <p>10.2.3 Table of Contents</p> <p>10.3 Main Body. The main body of the report shall make use of the following outline only as applicable to each individual situation.</p> <p>10.3.1 Introduction. The introduction shall consist of a narrative statement of the reasons for the repair/renewal report, make reference to statement of work, technical instructions, other contract direction, previous related submittals and citation of the Government authorization. It should also state aims, objectives, probability of solution of accomplishments, estimated scope of development effort required and technical approach.</p>				
11. DISTRIBUTION STATEMENT				

10.3.2 Discussion. Discussion shall give a detailed discussion of the technical effort or work performed covering procedures, equipment, facilities, data, and results (both expected and unexpected)

10.3.3 Documentation. documentation should be made making reference to all related submittals (drawings, intermediate reports, laboratory reports, conference reports, and other research sources).

10.3.4 Tests. Identify tests conducted and results.

10.3.5 Summary. The main report body shall end with a summary which should be a concise, self-explanatory recapitulation of the report.

10.3.6 Conclusion. The report should contain a logical conclusion based on the Contractor's evaluation of data presented in the report when an evaluation is applicable. The conclusion should be concise and based on supporting arguments presented in the body of the report. Content of the conclusion is optional on less formalized reports and is left to the discretion of the Contractor.

10.3.7 Recommendations. The report should contain recommendations, when applicable. The recommendations should be a logical outcome of the conclusions and should provide information necessary for action leading to improvements of a system of the state of the art.

10.3.8 Lessons Learned. This section of the report shall contain a "lessons learned" abstract which is based on the experience of the Contractor as stated in paragraph 10.3.6 and 10.3.7.

10.4 Optional Content

10.4.1 Attendants. Drawings, sketches, photographs, calculations, reference or other attachments may be used to clarify or explain the text and may be included either in the body of the report or in an appendix. Oversize material shall be arranged to fold within the report without protruding and shall be limited on one-way horizontal foldouts.

10.4.2 Illustrations. Separate lists of figures, illustrations, and tables may be given immediately following the table of contents, on the same page if possible. Such lists shall be included when there are ten or more figures, illustrations and table.

10.4.3 Abbreviations and Symbols. List of abbreviations and symbols with definitions, and definitions of terms, may also be given following the table of contents, or on the same page or its reverse. The lists should be included when applicable for intelligibility and usefulness to the educated, but not specialized, reader of scientific reports.

10.4.4 References. A list of references is recommended if more than five titles are cited in the text, and shall follow the last page of the text in the report. Head the page "REFERENCES" list the items in order of initial test reference, and number the items with Arabic numerals. The information of each item will include, in this sequence, as applicable: personal author, title, documents number, the Defense Documentation Center AD number, (when known), publisher, data and classification.

10.4.5 Bibliography. A bibliography (supplemental or associated reading) may be included, if appropriate. Head the list "BIBLIOGRAPHY". It may appear on the same page with the references, space permitting. The items will include the same information required for references, but arranged alphabetically by author and not numbered.

10.4.6 Index. An alphabetical index may be included, if necessary. Normally, it will be included only in a voluminous report that will clearly be used frequently for reference. If used, the index should not be a repetition of section or paragraph titles, but should list every important subject breakdown which users are most likely to seek.

10.4.7 Appendix. An appendix may be used on material related to or additional to the report, such as material not essential to understanding the test, but which provides vital details to the critical reader; additional detailed description; or explanatory manner; extensive test data; complex mathematical derivations; and reproduction of additional tables, illustrations, charts or graphs referenced frequently throughout the report; list of materials when the contract requires that such a list will be included in the report; and similar material. Special forms that are required by a specification may be included in the appendix. Appendices shall also be used to incorporate reports submitted by other activities that perform some of the technical effort. Each appendix shall be preceded by a title page indicating content (including number of pages) and applicable references to the body of the report.

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1. TITLE MONTHLY PROGRESS REPORT			2. IDENTIFICATION NUMBER 0017	
3. DESCRIPTION/PURPOSE To provide progress reports that will be used as a measure of accomplished activity.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details requirements for monthly progress reports				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The monthly progress report on the individual task orders shall be prepared in accordance with the Data Item Description unless otherwise ³ indicated or modified in the task order. <p>10.1 A report shall be provided by the Contractor which details each task order. As part of the report, the Contractor shall submit a separate page for each task order. The contractor shall provide a remarks section to describe any problems in detail which caused schedule creep as well as the contractor's plans to get back on schedule.</p> <p>10.2 A summary monthly progress report covering all individual task orders shall be provided. This summary report shall be in spreadsheet format and have a heading for contract number and contractor name. At a minimum, the summary report shall contain columns for: task order number, project title, location, current status, % complete and government project manager.</p> <p>10.3 Reports shall be transmitted electronically and stored in a secure area of the Contractor's website which may be accessed by the Government.</p>				
11. DISTRIBUTION STATEMENT				

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<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</p>				
1. TITLE TELEPHONE CONVERSATION/CORRESPONDENCE AND VISITOR LOG			2. IDENTIFICATION NUMBER 0018	
3. DESCRIPTION/PURPOSE To provide for telephone conversation, correspondence and visitor log				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details requirements for telephone conversation, correspondence, and visitor logs				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Telephone conversation/correspondence records shall be in accordance with this Date Item Description unless otherwise indicated or modified in the individual task order 10.1 The contractor shall keep a log of each substantive phone conversation and written correspondence related to the performance of this contract. A log of the phone conversations shall be submitted to the Contracting Officer monthly and is due not later than the 10 th of the following month. For this contract, "substantive" is defined as: <ul style="list-style-type: none"> - All calls to or from Government personnel that require action by either the Government or the contractor. - All calls to or from Government personnel that directly or indirectly affect contract terms and conditions. - All calls to or from federal, state, or local regulatory agency personnel - All calls to Contractor personnel that require calling party to be referred to the Public Affairs Office - In addition to the monthly log, calls that meet the above substantive criteria require additional documentation in accordance with FAR 52.242-4610. Calls involved in the routine performance of project work that do not fit the above definition of substantive need not be recorded and provided to the Contracting Officer.				
11. DISTRIBUTION STATEMENT The log shall be electronically transmitted to the Government on a monthly basis. It shall also be stored in a secure area of the contractor's website and be available for Government access.				

10.2 The Contractor shall keep a log of each substantive written correspondence related to the performance of this contract. A log of the correspondence shall be submitted to the Contracting Officer monthly and is due not later than the 10th of the following month. For this contract, "substantive" is defined as:

- all correspondence to or from Government personnel that require action by either the Government or the Contractor
- all correspondence to or from Government personnel that directly or indirectly affect contract terms and conditions
- all correspondence to or from federal, state, or local regulatory agency personnel
- all correspondence from the Contractor that required referral to the Public Affairs Office

Correspondence involved in the routine performance of project work that does not fit the above definition of substantive, need not be recorded and provided to the Contracting Officer.

10.3 The Contractor shall keep a written log of visitors to each work site. The log shall be submitted with the monthly report.

10.4 the format of each log is left to the discretion of the Contractor, However, the following information is required:

Telephone:	<u>Call From</u>	<u>Call to</u>	<u>Date</u>	<u>Contact/TO</u>	<u>Subject</u>
Correspondence:	<u>Contract/TO</u>	<u>Date</u>	<u>Subject</u>		
Visitor:	<u>Contract/TO</u>	<u>Visitor</u>	<u>Date</u>	<u>Reason of Visit</u>	

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1. TITLE CERTIFICATION OF COMPUTER MEDIA AND ELECTRONIC DEVICES		2. IDENTIFICATION NUMBER 0019		
3. DESCRIPTION/PURPOSE To provide certification of virus free computer media.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) requires a virus free submittal of computer data and certification of installed software and electronic devices as being "Year 2000 Compliant"				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Computer media shall be certified in accordance with the Data Item Description unless otherwise indicated or modified in the task order.				
<p>10.1 All delivery media (floppy disks, magnetic tapes, etc) for computer data shall be certified by the Contractor to be compatible with installation computer equipment and to be free of known computer viruses. A compatibility certification and the name(s) and release date(s) of the virus scanning software used to analyze the delivery media shall be furnished to the Government at the time of delivery. The release or revision date of the virus scanning software shall be the current versions which has detected the latest known viruses at the time of delivery or the media. If analysis of the delivery media by the Government finds evidence of incompatibility or virus infection, the media will be returned to the Contractor. The contractor shall resubmit the media at no cost to the Government.</p> <p>10.2 All computer media and electronic devices shall be tested after installation to insure they operate correctly on and after 1 January 2000. All computer media and electronic devices shall conform to FAR 39.106. The contractor shall provide written certification that the testing was accomplished successfully.</p>				
11. DISTRIBUTION STATEMENT				

DATA ITEM DESCRIPTION

Form
Approved
OMB No.
0704-0188

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1. TITLE
ACCIDENT EXPOSURE DATA REPORT

2. IDENTIFICATION NUMBER
0020

3. DESCRIPTION/PURPOSE

The monthly accident exposure data report provides the statistical exposure data for all contractor personnel working under a labor/services contract.

4. APPROVAL DATE
(YYYYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTIC
APPLICABLE

6b. GIDEP
APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

Required by EM 385-1-1, Section 01.D.04

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC
NUMBER

10. PREPARATION INSTRUCTIONS

The report shall be submitted on a monthly basis and is due NLT 15 days after the end of the report month. The report shall be signed by the Corporate Safety and Occupational Health Manager and submitted to the appropriate Contracting Officer (Note: This report does not negate the requirement to submit an ENG FORM 3394 to report an accident). The report shall be submitted on 8.5 x 11 inch plain bond paper or corporate letterhead and shall report the following information:

- 10.1 Title of Report (i.e., ACCIDENT EXPOSURE DATA REPORT)
- 10.2 Contract Number/Task Order/Project name/Site Name and Location
- 10.3 Month and year for which the report is made
- 10.4 Hours worked in direct support of the contract during the month (do not report hours expended on corporate personnel issues, payroll, etc). Do report hours expended by subcontract personnel in direct support of the contract.
- 10.5 Number of miles driven with vehicles in direct support of the contract.
- 10.6 Number of lost workdays due to on-the-job accident.
- 10.7 Total number of lost workdays due to on-the-job accidents
- 10.8 Number of recordable vehicle accidents with vehicles in direct support of the contract.

11. DISTRIBUTION STATEMENT

This report shall be transmitted electronically. It shall also be stored in a secure area of the contractor's website and be accessible to the Government.

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1. TITLE TASK ORDER COMPLETION/CLOSE OUT			2. IDENTIFICATION NUMBER 0021	
3. DESCRIPTION/PURPOSE Information is required to be submitted in order to apply for complete project payment and consideration for performance evaluations.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides details for completion and close out of task order				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The contractor will prepare the following documents prior to task order completion: <ul style="list-style-type: none"> a. 1354 turn over documents b. self evaluation c. customer evaluation d. waiver of claim e. release f. contract administration completion record (DD Form 1593) g. contract closeout checklist h. records transmittal & receipt 				
11. DISTRIBUTION STATEMENT				

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1. TITLE CONSTRUCTION SUBMITTALS			2. IDENTIFICATION NUMBER 0022	
3. DESCRIPTION/PURPOSE Submittal defined in the task order will be catagorized in a submittal register and submitted by the dates shown in the register				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides details for construction submittals.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Contractor shall prepare a complete submittal register and indicate the dates when each will be submitted. Unless specifically authorized in the task order, all submittals will be made in the first (1 st) twenty (20%) of the time available for the task order.				
11. DISTRIBUTION STATEMENT The submittal register will be submitted electronically for approval and will then be submitted every two (2) weeks with updated information. The submittal register and all updates shall be stored on the contractors website in a secure area that will be accessible to the Government.				

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<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding and other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</p>				
1. TITLE SUBCONTRACTS			2. IDENTIFICATION NUMBER 0023	
3. DESCRIPTION/PURPOSE Subcontracts issued by the Prime Contractor				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides details for subcontract plans				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS All subcontracts agreements will be submitted to the Government for information purposes within seven (7) days after signed. The Government reserves the right to get a copy of all subcontracts agreements at any time.				
11. DISTRIBUTION STATEMENT				

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1. TITLE Material Safety Data Sheets (MSDS)			2. IDENTIFICATION NUMBER 0024	
3. DESCRIPTION/PURPOSE Contractor shall submit MSDS for all products used in fabrications.				
4. APPROVAL DATE (YYYYMMDD)	6. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE N/A	6b. GIDEP APPLICABLE N/A	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides details for products used in fabrications.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The work schedule shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order.				
11. DISTRIBUTION STATEMENT				

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1. TITLE WEEKLY ELECTRONIC STATUS REPORT			2. IDENTIFICATION NUMBER 0025	
3. DESCRIPTION/PURPOSE To provide a Weekly Electronic Status Report that will be used as a measure of accomplished activity throughout the duration of the contract.				
4. APPROVAL DATE (YYYYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details requirements for a weekly electronic status report.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The weekly electronic status report shall be prepared in accordance with the Data Item Description unless otherwise indicated or modified in the task order.				
<p>10.1 A weekly electronic status report covering all individual task orders shall be provided. This summary report shall be in Microsoft Excel format and have a heading for contract number and contractor name. At a minimum, the status report shall contain the columns listed in the sample status report provided to the Contractor.</p> <p>10.2 Reports shall be transmitted electronically (i.e. e-mail) and stored in a secure area on the Contractor's website which may be accessed by the Government. At a minimum, the status report shall be sent to the following individuals via e-mail: COR/PM, Contracting Officer and designated Contract Specialists.</p>				
11. DISTRIBUTION STATEMENT				

TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

SECTION 00100

1. PROPOSAL SUBMITTAL INSTRUCTIONS

1.1 In response to the solicitation the offerors are required to submit technical and cost proposals in accordance with the instructions herein. It is the intent of the solicitation to seek proposals from qualified offerors with experience and excellent performance ratings. The successful offeror will be selected based on the “Best Over-all Value to the Government”. Proposals will be evaluated on their own merit based upon the criteria factors listed herein, which are described in an equal order of importance.

1.2 SOURCE SELECTION: This source selection may result in award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority that the technical superiority, overall business approach, and/or the past performance of the higher priced offeror outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgment, will base the source selection decision on a trade off analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this solicitation.

1.3 Each offeror is required to submit its proposal consisting of the following volumes:

Volume I – Technical Proposal (5 copies plus original)

Volume II – Cost Proposal (3 copies plus original)

Volume III – Subcontracting Plan (2 copies plus original)

1.4 Proposal envelopes will be marked:

Date of Opening: _____

Time of Opening: _____

Proposal for: W912DR-03-R-0001

1.5 Page limits: The following page limits shall apply, which do not include title sheets, indices, tables of content, schedules, or cover sheets:

Volume I - Technical Proposal: 150 pages, maximum

Volume II - Cost/Price Proposal (Section 00010, Price Breakdown Information, and Section 00600, Representation and Certifications)

A page printed on both sides will be counted as two pages. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be minimally single spaced with a minimum 12-point font and one inch margins all around. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

1.6 Offerors shall submit their proposals to the U.S. Army Corps of Engineers, Attn: Contracting Division, 3700 N. Capitol St., NW, Sherman Building North, 1st Floor, Washington, DC 20317 no later than the time and date specified on Standard Form 1442, Block 13.

2. EVALUATION PROCESS

2.1 Proposal Compliance Review. This review will assure that all required forms and certifications are complete and that the technical and price proposals have been received.

2.2 Technical Qualifications. Technical proposals will be evaluated based upon the following factors Relevant Experience, Past Performance, Contract Management Plan and Bonding Capacity. Factors A., B., and C will be objectively rated, and factor D will be rated pass/fail. All rated factors are of equal importance. All sub-factors within a factor are of equal importance.

- A. Relevant Experience
- B. Past Performance
- C. Contract Management Plan
- D. Bonding Capacity (Pass/Fail)

2.3 Price. The Government will evaluate price upon completion of the technical/quality evaluation. Price will not be scored.

2.4 Trade-off Analysis: After all above evaluations are complete, the Source Selection Evaluation Board (SSEB) will then consider all factors to determine which offeror has the proposal that represents the best value to the Government. The Government intends to award a contract to the offeror offering the most advantageous proposal to the Government considering that all the Technical Evaluation Factors are approximately equal to price.

2.5 Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms which the offeror can submit to the Government. Do not assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

2.6 Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's experience, technical approach and management capabilities to successfully complete the project requirements. Requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated.

2.7 All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified.

3. EVALUATION FACTORS

3.1 TECHNICAL – VOLUME I

Technical proposals will be evaluated based upon the factors and sub-factors identified below. All factors and sub-factors will be adjectivally rated and are equal in importance.

- A. Relevant Experience
- B. Past Performance
- C. Contract Management Plan
- D. Bonding Capacity

3.1.1 RELEVANT EXPERIENCE

The offeror's relevant experience will be evaluated based on the offeror's ability to execute the range of work required for this RFP. Specifically, it is anticipated that multiple delivery orders will be issued concurrently for various dollar amounts. The Government anticipates that the size, complexity and frequency of work will vary throughout the life of this contract. This evaluation will consider both the contractor's ability to provide construction efforts and manage the work of multiple delivery orders at various installations throughout the specified region.

The offeror shall submit:

- A. A list of all delivery order contracts that are similar in nature, size and complexity that were completed and/or are current within the past five years. The list shall include:
 - a. Type of Contract (Indefinite Delivery, Indefinite Quantity, SABER, JOC, TOC or other multi-task type of contract)
 - b. Contract Number
 - c. Size of contract (dollar amount per contract) and duration
 - d. Total number of delivery orders
 - e. Total dollar amount of delivery orders issued
 - f. Point of Contact including phone number
- B. A detailed list of up to five (5) of the delivery orders submitted in 3.1.1.A above to include:
 - a. Type of Contract (Indefinite Delivery, Indefinite Quantity, SABER, JOC, TOC or other multi-task type of contract), Contract Number, point of contact including phone number.
 - b. List of all delivery orders issued on the contract to include a brief description of the work performed, completion date and dollar amount.
 - c. Other information to show relevancy to this project.

The relevant experience to demonstrate minimum qualifications for the work of this RFP includes the following elements:

Types of Construction: Minor repair, renovation and new construction. Specific types of construction include renovation, expansion and upgrade to existing facilities such as museum facilities, administrative offices, historic buildings, storage facilities, and/or instructional structures.

Complexity of Construction: Multiple trade construction to include, but not limited to, any combination of the following typical construction trades:

- windows and glazing, window coverings,
- roads and walks cast in place concrete site drainage and utilities
- doors, entrances
- roofing and siding, sheet-metal work,
- painting and wall coverings
- floor tile and carpeting,
- bathrooms and plumbing
- mechanical and electrical work
-

This contract requires a minimum of 20% of all work be self-performed. The offeror must indicate in the project descriptions the extent of self-performed work by trade and dollar value.

The offeror may use the form attached to the end of this section. In addition to the information requested above, offerors are encouraged to provide any supplemental information to assist the Government in its developing confidence in the offeror's ability complete this project on the basis of relevant experience.

3.1.2 PAST PERFORMANCE:

The offeror will demonstrate that the projects submitted in Paragraph 3.1.1.A for relevancy were completed at a minimum performance level of satisfactory. Submission of correspondence from previous project owners will suffice if performance evaluation forms are not available from the previous project owners. In the case of projects for government agencies, the offeror must submit that agency's performance evaluation forms. The offeror must identify all comments and ratings, as well as awards received for these projects. The offeror must provide references for each of these projects to include as a minimum the information as indicated on the form provided at the end of this section.

The above information is requested for the prime construction contractor and major subcontractors that are intended to be used in the performance of this work. The technical evaluation team may contact the owner or authorized representative of the project. The Government may also use other tools such as CCASS ratings to gather information regarding an offeror's qualifications and past experience.

3.1.3 MANAGEMENT PLAN

The intent of the Management Plan is to assist the government in developing confidence in the offeror's ability to deliver quality constructed facilities in a safe and timely manner. The government is seeking contractors capable of performing multiple task orders at numerous locations. The number and value of task orders may range from a minimum demand, where the maximum value of the contract will not be achieved in the three year period, to the maximum demand, achieving the limit of the contract in the first year. The contractor must demonstrate a capability of planning, managing and performing multiple task orders to meet the maximum demand.

a. Narrative: The offeror shall provide a narrative that describes the offeror's Management Plan to successfully executing this contract. Factors to include that will be considered in the evaluation are: quality workmanship, scheduling capabilities, ability to manage and accomplish a variable work load, home office staff (such as project management, estimating and scheduling resources), on-site or field staff, coordination with subcontractors quality control and safety. The narrative must also address all phases of the construction process to include the following: notification of scope, negotiating the delivery order, mobilization, commissioning and warranty response. Certain tasks under this contract may require ancillary design services (for example, tenant fit-outs). Describe how your firm will implement a "design/build" task order. The offerors are encouraged to elaborate on other factors that may assist the Government in developing confidence in the offeror's ability to perform the work of this contract.

b. Organization Chart: At a minimum, provide an organization chart showing position, physical location, of key personnel necessary to administer and manage the work of this contract. Identify all personnel and subcontractors included on the chart and clearly delineate on-site from off-site personnel. Indicate how the prime contractor and subcontractors interrelate and show the appropriate authority levels. Describe the home office organization, responsibilities and lines of authority. Describe your plan for managing subcontractor execution and administration.

3.1.4 BONDING CAPACITY

Provide information that demonstrates bonding capability for providing the services for this solicitation. This information shall be in the format of a letter of current bonding capacity from a bonding company and will be considered a pass/fail element of the evaluation process. Offerors submitting a proposal shall demonstrate bonding capability of \$2.5 million for a single project. If the offeror cannot demonstrate sufficient bonding capacity as described above, further consideration of the proposal will be terminated and the offeror will be rejected.

3.2 COST/PRICE - VOLUME II

Construction Coefficients: The offeror shall submit the proposed coefficients for pre-priced and non-pre-priced line items as identified in the required bid schedule. These coefficients are defined in Section 00010, "SUPPLIES OR SERVICES AND PRICES AND COST". These coefficients will be evaluated but not point scored.

3.3 SUBCONTRACTING: VOLUME III

The subcontracting plan will be reviewed by the Small Business Evaluation Committee (SBEC) established by the SSA. The Subcontracting Plan is part of the Source Selection Process and will be rated on a "go, no-go" basis in accordance with AL93-10. Large business concerns must submit as part of their proposal their subcontracting projections for this project.

4. EVALUATION PROCESS

4.1 The evaluation of proposals will be conducted in accordance with FAR Subpart 15.3 - Source Selection. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals.

4.2 Proposal Compliance Review. This review will assure that all required forms and certifications are completed, and that the technical and price proposals have been received.

4.3 The government reserves the right to reject any or all proposals at any time prior to award, to negotiate with offerors in the competitive range, and to award a contract to the offeror with the most advantageous proposal to the Government.

4.4 TECHNICAL PROPOSAL: Volume I will be reviewed, evaluated and adjectively rated by a Source Selection Evaluation Board established by the Source Selection Authority (SSA). Evaluation will be based solely on the evaluation factors identified above. The minimum requirement for each technical factor are:

4.4.1 RELEVANT EXPERIENCE

The Government considers submissions that demonstrate relevant experience consistent with that described in paragraph 3.1.1 as meeting the minimum requirements of this RFP. All of the requested information must be submitted in order to be considered as meeting the requirements of this RFP. Favorable consideration will be given to those proposals that demonstrate an extensive amount of experience in this size, complexity, type of contract and type of construction. Favorable consideration will be given for diversity of projects. Additional consideration will be given for those offerors demonstrating the concurrent performance of multiple tasks within a delivery/task/job order contract. Further consideration will be given for those offerors who have performed work concurrently in dissimilar geographic locations. Further consideration will also be given for those offerors who have demonstrated experience in design/build contracts.

4.4.2 PAST PERFORMANCE:

The Government considers submissions that demonstrate satisfactory or higher performance ratings through the information submitted in paragraph 3.1.2 as meeting the minimum requirements of this RFP. Favorable consideration will be given to those proposals that provide documentation of performance that is above average or outstanding. Additional consideration will be given for those offerors who have demonstrated performance that is above average in design/build contracts. Further favorable consideration will also be given for projects rated higher than satisfactory in the Corps of Engineers' CCASS rating system.

An offeror with no past performance relevant to specific major features of this solicitation must so state. The offeror, in this case, will be scored neutral for this Factor.

4.4.3 MANAGEMENT PLAN

Submissions will be considered as meeting the minimum requirements of this RFP if all of the requested information is submitted. Specifically, the narrative must address the factors indicated in paragraph 3.1.3.a and all phases of the construction process.

Additional consideration will be given to offerors that demonstrate completeness, reasonableness, and clear lines of authority and communication of the team members as depicted in narrative and organization charts. Further consideration will be given to offerors who include implementation of design/build processes.

Favorable consideration will be given in Quality Control for the thoroughness of the Quality Management Plan for construction processes and products.

Additional consideration will be given to those offerors who demonstrate the ability to provide timely responses to customer requests and to perform multiple tasks concurrently.

4.4.4 BONDING

Bonding Capacity (Pass/Fail Element):

This is a pass/fail element. If the offeror cannot demonstrate sufficient bonding capacity, as described above, further consideration of the proposals will be terminated and the offeror will be rejected.

4.5 Cost/price proposal will be evaluated to determine reasonableness.

A. PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE

Company name _____

Type of Contract (Indefinite Delivery, Indefinite Quantity, SABER, JOC, TOC or other multi-task type of contract):

Contract Number:

Size of contract (dollar amount per contract) and duration:

Total number of delivery orders:

Total dollar amount of delivery orders issued:

Point of Contact including phone number:

General Scope of Project and Relevance to this project:

Owner's P.O.C. to include Name, Address and Phone

(Note: If Government Contract, give name of Contracting Officer)

Role (prime, joint venture, subcontractor) and work your company self-performed on this contract, and number of years in this role: _____

Original/Final Contract Duration; _____

Provide the following information for up to five (5) multiple task contracts submitted above:

Type of Contract:_____

Contract Number: _____

Point of contact (name and phone number): _____

Delivery Orders Issued: include Date/Description/Dollar Amount

[illegible]

Additional
Information: _____

[illegible]

**PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER W912DR-03-R-0001**

The offeror listed is being considered in a Source Selection by the U.S. Army Corps of Engineers, Baltimore District. This is a request for Past Performance information on a project the offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this offeror for this solicitation. If the relevant project was a Corps of Engineers or U.S. Navy project, submit the SF1420 Evaluation in lieu of this form.

Information may be typed or legibly handwritten in ink.

Please include evaluation of the performance of the contract based solely on which they are liable. Please do not let factors beyond the control of the contractor that resulted in performance delays or other problems bias this evaluation of their performance.

Past Project Information:

Contractor:
Project Title and Location:

Evaluator:

Owner's Name: _____	
Name: _____	Date: _____
Phone No: _____	Fax No. _____
Address: _____	
Position held or function in relation to project: _____	

The following is a definition of the rating system used:

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified correction actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were effective.

Ratings: In completing this questionnaire, please circle a letter corresponding to your rating, or NA if you are unable to provide an evaluation for any area:

E=Exceptional, VG=Very Good, S=Satisfactory, M=Marginal, U=Unsatisfactory

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below satisfactory.

Please rate and provide any supporting information for the following: (Use additional sheets as needed)

1. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct. Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____ Comments:
2. The relationship between contractor and owner's team. Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____ Comments:
3. The contractor's on-site management and coordination of subcontractors. Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____ Comments:
4. The contractor's quality control (CQC) system. Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____ Comments:
5. The contractor's performance on delivery of quality work. Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____ Comments:

<p>6. The contractor's ability to meet the performance schedule.</p> <p>Rating: E ___, VG ___, S ___, M ___, U ___, N/A ___</p> <p>Comments:</p>
<p>7. What did the contractor do to improve schedule problems – if applicable</p> <p>Rating: E ___, VG ___, S ___, M ___, U ___, N/A ___</p> <p>Comments:</p>
<p>8. The contractor's ability to provide the required work at a reasonable total price.</p> <p>Rating: E ___, VG ___, S ___, M ___, U ___, N/A ___</p> <p>Comments:</p>
<p>9. The contractor's compliance with labor standards – if applicable.</p> <p>Rating: E ___, VG ___, S ___, M ___, U ___, N/A ___</p> <p>Comments:</p>
<p>10. The contractor's compliance with safety standards and/or number of incidents.</p> <p>Rating: E ___, VG ___, S ___, M ___, U ___, N/A ___</p> <p>Comments:</p>
<p>11. Did the contractor receive any of the following: Cure Notices; Show Cause; Letters of Reprimand; Suspension of Payments; or Termination? If Yes, please explain.</p>
<p>12. Would you award another contract to this contractor? In no, please state reasons for not recommending this contractor for additional work.</p>
<p>13. Customer satisfaction with end product.</p>
<p>15. OVERALL RATING:</p> <p>Rating: E ___, VG ___, S ___, M ___, U ___, N/A ___</p> <p>Comments:</p>

Any Additional Comments:

SAMPLE SUB-CONTRACTING PLAN

SAMPLE SUB-CONTRACTING PLAN

MINIMUM DATA REQUIRED FOR SUBMISSION
OF A SUBCONTRACTING PLAN

1. **IFB/RFP/Solicitation/Contract Number:** W912DR-03-R-0001 (Indefinite Delivery/Indefinite Quantity Task Order projects for the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District.

Company Name

President of Co. Name

Telephone Number

Subcontract Administrator Name _____

Telephone Number

Total Amount of Contract \$ _____

Total Amount to be subcontracted for Base Year

(YOU MUST PROJECT \$\$ AND % FOR EACH OPTION and OPTION YEAR, IF APPLICABLE)

\$ _____

Amount to be subcontracted to Small Businesses:

\$ _____ and % _____

Amount to be subcontracted to Small Disadvantaged Businesses to include Historically Black Colleges and Minority Institutions (HBCU/MI's):

\$ _____ and % _____

Amount to be subcontracted to Women-Owned Small Businesses:

\$_____ and %_____

Amount to be subcontracted to Hubzone Small Business

\$_____ and %_____

Amount to be subcontracted to Veteran Owned Small Business:

\$_____ and %_____

Amount to be subcontracted to Service-Disabled Veteran Owned Small Business:

\$_____ and %_____

2. Policy statement or evidence of company's internal guidance and commitment to all Public Laws regarding small businesses (SB), small disadvantaged businesses (SDB's), including Historically Black Colleges and Universities and Minority Institutions (HBCU/MI's), and women-owned small businesses (WOB's). Demonstration of continuing management interest and involvement in support of these programs.
3. Assurances that efforts to increase SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's in active vendor base will be taken.
4. Demonstration of outreach efforts and assurances as to how you will provide assistance to SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's.
5. Description of the supplies/services to be subcontracted and planned for SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's.
6. Description and assurances of efforts, based on previous experience, how SB, SDB, HBCU/MI and WOB concerns will be able to participate in new acquisitions. Description of efforts to ensure that SB, SDB's, WOB's and Hub-zone SB's' will have an equitable opportunity to participate in this acquisition.
7. Discussion of how percentage floors/goals were developed based on planned subcontracting which is challenging, yet realistic. Separate floors for base years and each option, as well as separate floors for SB's, SDB's, WOB's and Hub-zone SB's.
8. The name of the individual who will administer the subcontracting plan and a description of his/her duties.
9. Assurances that your company will include the required clause entitled "Utilization of Small/Disadvantaged Business Concerns" in all subcontracts in excess of \$1,000,000 for construction and \$500,000 for all others.

10. Assurances that the company will submit all required periodic reports and cooperate in any studies or surveys requested by the Baltimore District, Corps of Engineers.

11. Statement whether indirect costs are included/excluded from the proposed floors, and if included, how they will be pro-rated.

12. A recitation of types of records to demonstrate procedures adopted to comply with requirements and floors set forth in the plan; sources lists, etc.

NOTES:

Subcontracting plans are NOT required from Small Businesses

A subcontracting plan is required from large businesses for construction requirements exceeding \$1,000,000 and all services exceeding \$500,000.

If contract contains "OPTIONS", you are required to provide individual floors/goals for **each** option, option year as well as the base year.

This "Sample Plan" lists the minimum requirements expected. You may refer to FAR 19.704 for additional information. This is a sample plan only.

Revised 05/01PH

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (May 2001) - Alternate I	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.225-12	Notice of Buy American Act Requirement--Construction Materials Under Trade Agreements	MAY 2002
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity Task Order Contract (TOC) resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
28.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required

by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **DC District of Columbia; MD Charles; MD Montgomery; MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William; VA Alexandria; VA Fairfax and VA Falls Church.**

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting the point of contact for each individual task order.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>
<http://www.acq.osd.mil/dp/dars/dfars.html>
<http://www.ccr.gov>
<https://ebs.nab.usace.army.mil>
<http://sba.gov/regulations/siccodes>
<http://www.dnb.com>

(End of provision

ARITHMETIC DISCREPANCIES

ARITHMETIC DISCREPANCIES (EFARS 52.0214-5000)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

End of Clause

(CENAB-CT MAY 1995)
(EFARS 14.406-2)
(was214-4009)

INQUIRIES INQUIRIES

Prospective bidders may submit inquiries relating to the solicitation by writing the Baltimore District, Corps of Engineers, ATTN: Business Support Branch, Contracting Division, P.O.Box 1715, Baltimore, Maryland 21203-1715 (giving project name, location and project number), or by calling the following numbers (COLLECT CALLS WILL NOT BE ACCEPTED).

Procurement of Plans, Specifications and Prospective Bidders Lists:
(Bidders Lists will not be read over the phone 202-730-3773

Technical Questions relating to Plans and Specifications: MUST BE IN
WRITING. Refer to Paragraph entitled, Explanation to Prospective
Bidders. Facsimile (FAX) questions may be transmitted using the
following number. 202-730-3799

Bid Results or Copy of Abstract of Bids: (Bids of Apparent three (3)
low bidders only will be given) 202-730-3773

End of Clause

(was214-4012)

EVIDENCE OF AUTHORITY TO SIGN

EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)
(FAR 4.102)
(was0204-4008)

AWARD TO SINGLE BIDDER

AWARD TO SINGLE BIDDER

No separate award will be made for any item contained in Section B/00010. Bidders must submit a bid on all items contained in Section B/00010, or the Bid will be considered non-responsive and therefore rejected.

End of Clause

(CENAB-CT JUL 1997B)
(FAR 14.201-5)
(was214-4016)

DELIVERY OF BIDS/PROPOSALS

DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the U.S. Army Corps of Engineers, Attn: Contracting Division, DC Programs Office, 3700 N. Capitol St, NW, Sherman Building North, 1st Floor, Washington, DC 20317.

End of Clause

(CENAB-CT JUL 1993)
(FAR 14.302)
(was214-4024)

COMPETITIVE RANGE

COMPETITIVE RANGE DETERMINATION

The Contracting Officer shall establish a competitive range comprised of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. After evaluating all proposals, the contracting officer may determine that the number of the most highly rated proposals, which might otherwise be included in the competitive range, exceeds the number at which an efficient competition can be conducted.

(CENAB-CT – MAY 00)
(FAR 15.306©)
(was215-4051)

DISCUSSIONS

DISCUSSIONS

Any oral or written communication between the Government and an offeror, (Other than communications conducted for the purpose of minor clarification) whether or not initiated by the Government, that (a) involves information essential for determining the acceptability of a proposal, or (b) provides the offeror an opportunity to revise or modify its proposal will be considered discussions. Such inquiries and resulting clarification, furnished by the offeror, shall be considered part of its proposal.

End of Clause

(CENAB-CT FEB 93)
(FAR 15.601)
(was215-4060)

SUBCONTRACTING PLAN

SUBCONTRACTING PLAN SUBMISSION

(a) This provision does not apply to Small Business concerns.

(b) Offerors shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11).

(c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), Woman Owned Businesses (WOB), and HUBZones.

(d) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.

(e) Contractors should use as a guide, the sample format included in Section 00100.

(f) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:

60 % a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

And of that portion placed with small business concerns,

20 % shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

10 % to be placed with women owned small businesses;

3 % to be placed with HUBZones small businesses;

3 % to be placed with Veteran-Owned small businesses;

3 % to be placed with Service-Disabled Veteran-Owned small businesses.

End of Clause

(CENAB-CT/ Jan 01)
(52.0219-4076)

SUBCONTRACTING PLAN EVAL
SUBCONTRACTING PLAN EVALUATION

(a) This provision does not apply to Small Business concerns.

(b) In accordance with AFARS 19.705, all subcontracting plans submitted pursuant to Section L (for all but construction) or Section 00100 (for construction) provision, SUBCONTRACTING PLAN SUBMISSION (52.0219-4076), will be evaluated by the Baltimore District Small Business Office.

(c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.

(d) Refer to Section L (for all but construction) or Section 00100 (for construction) of this solicitation for specific goals guidance.

End of Clause

(CENAB-CT JUL 1996)
(AFARS 19.7)
(was219-4077)

INFO REGARDING BIDDING

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE/BONDS

(a) **BID BONDS:** (Applicable only if bid/contract is \$25,000 or greater). Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in FAR 52.0228-0001, Bid Guarantee, in the form of twenty percent (20%) of the bid price or three million dollars (\$2,500,000), whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

(b) **PERFORMANCE AND PAYMENT BONDS:** (Applicable only if bid/contract is \$100,000 or greater). Within ten (10) calendar days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(1) **PERFORMANCE BOND:** The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.

(2) PAYMENT BOND: : The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.

(c) **INDIVIDUAL SURETIES:** Acceptable forms of security include corporate or individual sureties. Should bidder decide to provide individual sureties, Standard Form 28, Affidavit of Individual Surety, must be used. The Contracting Officer shall determine the acceptabilities of individuals proposed as sureties. One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by the individual surety equal or exceed the amount of the bond. The Contracting Officer shall consider the number and amounts of other bonds upon which a proposed individual surety is based, and the status of the contracts for which such bonds were furnished, in determining the acceptability of the individual surety. Instructions on the reverse of Standard Form 28 are important and must be followed completely.

End of Clause

(FAR 28.102) (was 228.4007)

SERVICE OF PROTEST

SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -
U.S. Army Engineer District, Baltimore
ATTN: District Counsel/CENAB-OC
Room 6420, City Crescent Building
10 South Howard Street
Baltimore, Maryland 21201

(For mailed protests) -
U.S. Army Engineer District, Baltimore
ATTN: CENAB-OC
P.O. Box 1715
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

End of Clause

(CENAB-CT APR 97)
(FAR 52. 233-0002)
(was 233-4041)

PREAWARD SAFETY CONFER.

PREAWARD SAFETY CONFERENCE

Where an apparent low bidder, in performance of contracts during the previous three year period incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding his compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reasons for their occurrence, and measures which will be taken to preclude any recurrence thereof.

Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in the pre award survey, in determining the bidder's responsibility.

The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

End of Clause

(CENAB-CT MAY 1992)
(FAR 36.513)
(was0236-4011)

SAFETY REQUIREMENTS

SAFETY REQUIREMENTS

The Contractor is advised that he shall be expected to comply with the OSHA Standards as well as the most recent Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). EM 385-1-1 with applicable addenda and the OSHA Standards are hereby incorporated by reference, as if fully set forth

End of Text
(CENAB-CT-NOV 1996)
(FAR 36.513)
(was 52.236-4013)

HARBOR MAINTENANCE FEE

HARBOR MAINTENANCE FEE

Offerors contemplating use of U.S. ports in the performance of the contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (.00125). Cargo to be used in performing work work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

The statute is at Title 26 U.S. Code sections 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports submit to the fee, are found at 19 CFR Section 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

End of Clause

(CENAB-CT SEP 1995)
(EAL 88-1)
(was0236-4045)

MAGNITUDE OF CONSTRUCTION

MAGNITUDE OF CONSTRUCTION PROJECT

The estimated value of the proposed work is between \$10,000,000.00 and \$20,000,000.00.

End of Clause

(CENAB-CT MAY 1992)

(FAR 36.204)

(was0236-4030)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

a. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

1. Those prices,

(6) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

b. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is 28.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the

contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign
Ownership Percentage, and

Government Identification of Foreign Government

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

STANDARD FORM LLL

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)
(FAR 3) (was203-4153)

CERTIFICATE

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, _____, certify that I am the _____ of
the corporation named as bidder/offeror therein, that _____, who
signed this bid/proposal on behalf of the bidder/offeror, was then _____ of said
corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

By: _____ (Corporate Seal)
(Signature)

(Typed Name of Corporation)

NOTE; A COPRPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT
AND SIGN THIS FORM.

(was204-4005)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm> . Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

€ Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

€ Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich
JAMES J. RICH, PhD.
Chief, Contracting Division

Approved by OMB
0348-0046

[illegible]

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 9a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.216-19	Order Limitations	OCT 1995
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996

252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **expiration of the contract**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract after 180 days of contract expiration.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
<hr/>			
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-11 BUY AMERICAN ACT --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

Foreign construction material....
Domestic construction material...

Item 2:

Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$2,500,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or

other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>
<http://www.ccr.gov>
<https://ebs.nab.usace.army.mil>
<http://sba.gov/regulations/siccodes>
<http://www.dnb.com/us>

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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As identified on each individual task order.

(End of clause)

EQUIPMENT OWNERSHIP

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable conditions owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual costs data for each piece of equipment or groups of similar serial and services for which the government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8 Construction Equipment Ownership and Operating Expenses Schedule, Region East. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. for retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of Clause)
CENAB-CT/SEP 95
(EFARS 52.231-4084)
(was 0231-5000)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
252.201-7000	Contracting Officer's Representative	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than TO BE DETERMINED WITH EACH DELIVERY ORDER. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$102.00 per day for each task order issued between \$1,00.00 and \$10,000.00; the sum of \$138.00 per day for each task order issued between \$10,001.00 and \$25,000.00; the sum of \$178.00 per day for each task order issued between \$25,001.00 and \$50,000.00; the sum of \$230.00 per day for each task order issued between \$50,001.00 and \$75,000.00; the sum of \$260.00 per day for each task order issued between \$75,001.00 and \$150,000.00; the sum of \$290.00 per day for each task order issued between \$150,001.00 and \$300,000.00; and the sum of \$350.00 per day for each task order issued between \$300,001.00 and \$500,000.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

D-B CONTRACT REQUIREMENTS

RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN - MAY 2002

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and

perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(End of Clause)

WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) – MAY 2002

(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN".

(b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

(End of Clause)

WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract

requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

c. The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice:

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall videotape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract, not including design work. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

AUTHORIZATION TO ISSUE ORDERS **AUTHORIZATION TO ISSUE ORDERS**

As identified in clause 52.216-0018 contained in Part II, Section I, orders placed hereunder shall be by issuance of a funded delivery order, DD Form 1155, by the Baltimore District, Corps of Engineers, Contracting Division.

End of Clause

(CENAB-CT Feb 93)
(FAR 16.506)
(was216-4059)

WAGE DETERMINATION

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. DC0300003 Dated 31 October 2003, with all current modifications. For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/ proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause
(was0222-4020)

END ITEMS

END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52. 219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation". If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States".

End of Clause

(CENAB-CT SEP 00)
(FAR 19.5)
(was219-4081)

SUBMISSION OF INVOICES

SUBMISSION OF INVOICES.

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE Finance Center
Attn: Disbursement
5722 Integrity Drive
Millington, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

U.S. Army Corps of Engineers
Attn: Contracting Division
P.O. Box 29138
Washington, DC 20017-9138

End of Clause

(CENAB-CT MAY 1992)
(was0232-4028)

PROGRESS PAYMENTS

PROGRESS PAYMENT REQUESTS

(a) Update Progress Schedule or Network Analysis and other information required by SECTION: ADMINISTRATION REQUIREMENTS of the SPECIAL CLAUSES.

(b) Certified payroll records are required by the Contract Clause entitled PAYROLLS AND BASIC RECORDS.

(c) Certification that the as-built drawings have been updated and jointly reviewed by Government and contractor representatives for the month that payment is requested as required by SECTION: AS-BUILT DRAWINGS of the SPECIAL CLAUSES.

(d) Copies of invoices for materials stored on-site that have not yet been incorporated into the work, but for which payment is requested. Original of each shall be submitted to the Contracting Officer and a duplicate copy sent to the address given in (g) below.

(e) Minutes of monthly safety meeting as required by Section 1 of EM 385-1-1, Corps of Engineers Safety and Health Requirements Manual (latest revision).

(f) Certification as required by the Contract Clause entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.0232-0005 APR 1989). Original shall be submitted to the Contracting Officer and one copy sent to the address given in (g) below.

d. Address for direct transmission of invoices and certification:

Finance and Accounting Office
U.S. Army Corps of Engineers
P.O. Box 29138

Washington, DC 20017-9138

End of Clause

(was0232-4037)

SUMMARY FOR PAYMENT OFFICE

SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

(a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;

(b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph(a) of this section; and

(c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

was232-4131

EVALUATION OF CONTRACTOR

EVALUATION OF CONTRACTOR PERFORMANCE

As a minimum, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be DD 2626, and the contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating either in an individual element or in the overall rating prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

End of Clause

(CENAB-CT JUN 1996)
(FAR 36.201)
(was0236-4000)

SAFETY ASSURANCE
SAFETY ASSURANCE

Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing

hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

Contractor Responsibility:

(a) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24 hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.

(b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

(c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and recordkeeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

Inspections, Tests, and Reports: The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

a. MATERIALS AND EQUIPMENT: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

b. HAZARDOUS MATERIALS: The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

End of Clause

(CENAB-CT MAY 1992)
(FAR 36.513)
(was0236-4038)

HEAD PROTECTION

HEAD PROTECTION (HARD HATS)

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph 05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

End of Clause

(CENAB-CT-OCT 94)

TESTING LABORATORIES

TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection team.

(a) A composite listing of approved testing laboratories within the North Atlantic Division is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (410) 962-3464.

(b) The Contractor may engage the services of a laboratory other than those contained in the aforementioned list provided:

(1) The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers Division Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.

(2) All costs of Government inspection shall be the responsibility of the contractor.

(3) The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

Commander, U.S. Army Engineer District
Baltimore
Attn: Chief, Quality Management Section
Construction Division
P.O. Box 1715
Baltimore, MD 21203-1715

End of Clause

(CENAB-CO FEB 1995)
(FAR 46.000)
(was0246-4003)

REQUIRED INSURANCE

REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence

Property Damage: \$ 20,000 per occurrence

Workers' Compensation and
Employer's Liability: \$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

CONTRACT PERIOD

CONTRACT PERIOD (Option Years)

e. The contract awarded hereunder shall begin on the date of contract award and shall end 3 years later, both dates inclusive, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including all option periods, may not exceed 3 years. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(End of Clause)

(CENAB-OC/CT JUN 01)
(FAR 12.103)
(4075)

MINIMUM/MAXIMUM

MINIMUM/MAXIMUM AMOUNT OF CONSTRUCTION CONTRACT

The government guarantees to pay a minimum total of \$100,000.00

under this contract. The cumulative (maximum) amount of orders for the contract will not exceed \$14,999,999.00.

End of Clause

(CENAB-CT MAY 1998)
(EFARS 16.504)
(was216-4050)

COMMENCEMENT, PROSECUTION..

COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The contractor shall be required to:

- (a) commence work as required by each individual delivery/task order;
- (b) prosecute the work diligently, and;
- (c) complete the entire work ready for use not later than the time specified on each delivery/task order. The time stated for completion shall include final clean up of the premises.

End of Clause

(CENAB-CT JAN 1998)
(FAR 11.404(b))
(was0211-4022)

YEAR 2000 COMPLIANCE

YEAR 2000 COMPLIANCE

1. The following applies to Supply, Service and Construction contracts:

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

End of Clause

(CENAB-CT Sep 1998)
(FAR 39.105)
(was239-4100)

WAGE RATES

WAGE DETERMINATION DECISION
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses*:

Decision No. DC030003 dated 31 October 2003

*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

GENERAL DECISION DC030003 10/31/03 DC3
General Decision Number: DC030003 10/31/2003

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	10/03/2003
2	10/31/2003

ASBE0024-001 03/01/2003

Rates Fringes

Asbestos Worker/Heat and
Frost Insulator

Includes application of
all insulating
materials, protective
coverings, coatings and
finishes to all types
of mechanical systems.
Also the application of
firestopping material
for wall openings and
penetrations in walls,
floors, ceilings and
curtain walls.....\$ 23.35

10.35

ASBE0024-002 03/01/2003

Rates Fringes

Hazardous Material Handler

Includes preparation,
wetting, stripping,
removal, scrapping,
vacuuming, bagging and
disposing of all
insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 12.37

3.91

BRDC0001-001 04/28/2002

Rates Fringes

Bricklayer.....\$ 23.75

5.37

CARP0132-006 05/01/2002

Rates Fringes

Carpenter (Including

Drywall Hanging).....\$ 21.57

3.76

Piledriver.....\$ 19.95

4.50

ELEC0026-003 09/02/2002

Rates Fringes

Communication Technician.....\$ 20.60 5.09

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

* ELEC0026-016 06/02/2003

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring)		
.....	\$ 28.75	8.22+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ENGI0077-009 05/01/2003

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 22.87	5.37+a
Cranes (35 tons and over).....	\$ 24.04	5.37+a
Cranes (under 35 tons).....	\$ 23.58	5.37+a
Forklifts.....	\$ 16.50	5.37+a
Piledrivers.....	\$ 23.58	5.37+a

a. PAID HOLIDAYS:
New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-001 06/01/2003

	Rates	Fringes
Ironworkers:		
Structural, Ornamental		
and Chain Link Fence.....	\$ 24.00	8.975

IRON0201-003 05/01/2003

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 22.45	9.75

LABO0074-001 06/01/2002

	Rates	Fringes
Laborer: Skilled.....	\$ 16.66	2.95

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0456-012 06/01/2003

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 13.79	2.95
Mortarmen, Scaffold		
Builders.....	\$ 14.47	2.95

MARB0002-002 05/01/2003

	Rates	Fringes
Marble & Stone Mason.....	\$ 26.67	9.40

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-001 05/01/2002

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 19.98	7.48

MARB0003-004 05/01/2002

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 16.42	6.52

PAIN0051-004 06/16/2003

	Rates	Fringes
Glazier Contracts \$2,000,000 and under.....	\$ 21.12	6.66
Contracts over \$2,000,000.....	\$ 22.34	6.66

PAIN0051-010 06/16/2003

	Rates	Fringes
Painters: Brush, Roller, Spray and Drywall Finishers.....	\$ 20.94	6.66

PLAS0891-003 05/01/2002

	Rates	Fringes
Cement Mason.....	\$ 21.87	3.895

PLUM0005-007 08/01/2003

	Rates	Fringes
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Plumber

ALL Other Work.....	\$ 28.22	10.19+a
Apartment Buildings over 4 stories (except hotels).....	\$ 18.28	6.84+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-006 08/01/2003

	Rates	Fringes
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Steamfitter, Refrigeration

& Air Conditioning Mechanic

(Including HVAC Pipe Work).....\$ 28.17 10.22

a. PAID HOLIDAYS:

New Year's Day, Independence Day, Thanksgiving Day and the day after Thanksgiving Day, Labor Day and Christmas Day.

SFDC0669-001 04/01/2003

	Rates	Fringes
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Sprinkler Fitter.....\$ 27.60 7.10

SHEE0100-002 07/01/2003

	Rates	Fringes
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Sheet Metal Worker

(Including HVAC Duct Work).....\$ 27.13 8.81

SUDC2000-001 04/12/2000

	Rates	Fringes
--	-------	---------

Laborer, Unskilled.....\$ 11.83 2.23

Pointer, caulker and cleaner

INCLUDES pointing,
caulking and cleaning
of existing masonry,
brick, stone and cement
structures (restoration
work); EXCLUDES

pointing, caulking and
cleaning of new or
replacement masonry,
brick, stone and cement.....\$ 20.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION